



**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**April 22, 2013**

**Approved: May 9, 2013**

**PRESENT:** Les Fox, Chair; Member; Frank Powers, Member; and Raid Suleiman, Member

**ABSENT:** Vincent Amoroso

**ALSO PRESENT:** Selina Shaw, Town Administrator

Chair Fox called the meeting to order at 6:45 PM in the Town Administrator's Office, stating that to conduct such session in an open meeting may have a detrimental effect on the bargaining position of the Board.

**EXECUTIVE SESSION**

- Chair Fox moved to adjourn to executive session to discuss strategy with respect to collective bargaining (Massachusetts Coalition of Police, Local 200A, Dispatch; Massachusetts Coalition of Police, Local 200, Police; Boxborough Professional Firefighters, Local 4601) and to discuss strategy with respect to negotiations with non-union personnel (DPW Director, Fire and Police Chiefs, and Town Administrator) and to reconvene in open session in the Grange Meeting Room at 7:30 PM. Seconded by Member Suleiman. **Approved 3-0, by Roll Call Vote: Suleiman "aye," Powers "aye," and Fox "aye."**

Chair Fox reconvened the meeting in Open Session at 7:30 P.M. in the Grange Meeting Room of Town Hall.

**ALSO PRESENT:** Cheryl Mahoney, Department Assistant  
Selectman Robert Stemple arrived at 7:40 PM

**ANNOUNCEMENTS**

Chair Fox read the announcements.

**APPOINTMENTS**

- Joe Weinberg & Jeff Snyder, of the Cordish Companies; and Bill Caulder, from the Gutierrez Company were present to open a preliminary exploratory discussion regarding the siting of a gaming facility in Boxborough. Town Planner, Elizabeth Hughes; and members of the Planning Board were also present. Joe Weinberg opened the presentation on behalf of the Cordish Cos., speaking to their background; their wish to explore this opportunity to establish a slot gaming venture in Boxborough; their other entertainment & retail venues around the country and responded to the Selectmen's questions. Their projects are recognized for their quality and positive impact on those communities in which they are located. Weinberg described their newly-opened, premiere "world-class" slot and retail venue – Maryland Live. They are looking to site a similar facility at the current Holiday Inn-Boxborough and Gutierrez properties adjacent to I-495. Massachusetts has two categories of gaming licenses available – Category #1 – table games & slot machines and Category #2 – just slot machines. There will be three Category # 1 licenses eventually issued; but only one Category #2 license will be granted. The key to the success of any these projects is local community support. Statute requires that the gaming operation negotiate a "host" agreement with the sited community and then that community must hold a referendum election. Receiving community approval on this referendum is required before the State's Gambling Commission will allow them to move forward. Weinberg advised that there are four bidders, including Cordish Cos., that are currently working on proposals. The other three have already identified their target sites. Cordish Cos. is investigating two other communities. Weinberg provided an overview of the proposed project. They want this venue to be a "jewel in the woods". Though the Holiday Inn is already developed it needs more "curb appeal" so it would need to undergo significant renovations. He provided examples of the proposed renovations; site plan, footprint and gaming, convention, entertainment & retail facility strategy/placement. The current plan is to re-orient the access/entry to the site. Easy access off of the highway is what makes this site so attractive. Their target demographic is 40+ middle class. Their intent is to bring in high-end established national retailers while blending in local businesses. Weinberg described the employment opportunities that this facility could bring to the area and their practice of hiring from within the community. He

also outlined the security measures that this type of facility would have. There was discussion on the possible traffic impact and the effect on public safety services. The terms of the “host” agreement between the developer and the town would allow the parties to work out many of these issues/concerns. Weinberg described some of the arguments that opponents have put forward, in the past, when the Cordish Cos. have sought to develop a site. Cordish Cos. wants to work with and support the communities in which they locate these entertainment venues. This is the first opportunity they have had to provide information and to invite the public to provide feedback. The Gambling Commission will not entertain Cordish Company’s application for this Category #2 license until a “host” agreement is finalized and the community has approved the proposal through a referendum. There was discussion on the timeline and benchmarks needed to comply with this. Weinberg also advised that adjacent communities have the opportunity to submit impact statements. Weinberg noted that though they wish to allow an open public discussion on this proposal, they would appreciate a decision as to whether Boxborough would be willing to accept this proposal and formulate a “host” agreement with them as soon as possible. There was discussion on possible mechanisms to receive public input. The Selectmen noted that residents have encouraged them to identify alternative revenue sources and to promote economic development.

*The Selectmen took Agenda Items # 5(a-e), out of order.*

#### **MINUTES**

- Member Powers moved to accept the minutes for the regular session of April 1, 2013; the executive sessions of April 1, 2013 [BoS Contract Negotiating Team re: Police], April 2, 2013 & [BoS Contract Negotiating Team re: Dispatch], April 19, 2013 as written and [BoS Contract Negotiating Team re: Fire], April 3, 2013 as revised. Seconded by Member Suleiman. **Approved: 4-0.**

#### **APPOINTMENTS (Continued)**

- Discussion was re-opened on the proposal to expand to a pre-K -12 regional school district. Boxborough School Committee Chair & A-B Regional School Comm. member, Maria Neyland; Boxborough School Committee Vice-Chair & A-B Regional School Comm. member, Brigid Bieber; Boxborough School Comm. member, A-B Regional School Comm. member & Regional Study Committee member, Mary Brolin; Boxborough School Comm. member, Gary Kushner and members of the Finance Committee were present for this discussion. Neyland opened discussion by announcing that they will be hosting several public forums in the coming months, to get the information out prior to the Special Town Meeting to approve the expansion of the region on June 3<sup>rd</sup>. There is only a short amount of time to educate voters on this. The presentation that is being discussed tonight will be presented at Thursday’s A-B Regional School Comm meeting. There was discussion on: ability to phase out dependency on School Choice; potential SPED savings by having more in-house services available; current redundant administrative reporting & tasks; reduction in administrative costs; OPEB & other fixed costs; the initial/upfront savings in 1<sup>st</sup> year (\$1,000,000); potential future savings; State regionalization incentives; and continued expense increases for the Blanchard if expansion is not approved. It will be the job of the new regional school committee to manage costs. It will also be this Committee’s responsibility to determine where future savings would be applied - towards assessment or to re-capitalize into the School budget. There was a review of the key proposed changes/revisions to the current agreement such as: eliminating Boxborough 5% discount on future capital projects; the cost savings percentages for Acton and Boxborough, respectively; the configuration of the new regional school committee; the workload of the interim and new expanded committee; Section #8 “withdrawal process”; the need for clear direction as to the use of school buildings for community functions (i.e. Town Meetings and other civic related functions) and the shared water & septic systems that services the Library, Blanchard School, Fire & Police. Information on the proposal should be up on the A/B District’s website soon, if not already. Information on the alternative plan for the Blanchard, if expansion is not approved, is on the Blanchard School website. This will also be discussed at the public forums to be held in Boxborough. Costs will continue to increase as our school population continues to decrease. FinCom members provided input. The Town will realize savings in short term and long term. There is very little left that can be eliminated in the Blanchard budget. If we regionalize, costs will gradually go down and we will be able to avoid the issues we are facing now in the future. Without regionalization Boxborough could face a decrease in educational opportunities and an increase in costs. It was noted, if approved, educational assessments will now make up 62% of the annual budget. There is also discussion about the ABRSC creating an informal discussion group, similar to BLF, comprised of stakeholders from both towns i.e. FinCom members, fiscal officials, and school committee members to discussion/analyze budgetary issues, impacts and projections in order to provide feedback to the ABRSC.
- Dennis Kuipers spoke under Citizens concerns. He noted that we won’t have to worry about overrides if a casino comes in. On the schools, he was encouraged to hear that the Selectmen are discussing concerns about the future of A-B region down the road and that there is discussion about reviewing the terms of the District agreement at regular intervals.
- Recreation Commission’s Abby Reip and Mitzi Weil were present to discuss athletic field fee waiver request(s) and fee reductions for RecComm sponsored programs. Holly Kouvo, owner of Fitting Fitness In, was also present. It was suggested that the field usage fee schedule be reviewed and categories clarified.

- ◇ AccessSports is a non-profit adaptive soccer program. They are requesting a waiver of athletic field permit fees, again for this year. TA Shaw confirmed that any organization seeking a fee waiver or reduction still has to meet the same usage criteria (i.e. proof of insurance) as any other group using these fields. The Selectmen determined that any organization seeking a fee waiver or reduction needs to apply annually. Member Suleiman moved to waive the athletic field permit fee for AccessSport America for the use of Liberty Field for their adaptive soccer games. Seconded by Member Powers. **Approved 4-0.**
- ◇ The Selectmen took up discussion on two athletic field fee reduction request(s). This year Holly Kouvo came to the RecCom with a proposal that the RecCom sponsor/support her Fitting Fitness In - Boot Camp. Kouvo would like to offer the program at a reduced fee to Boxborough residents if the RecCom would allow her to use Flerra under a similar arrangement that have with the AtBats program. Both Fitting Fitness In and AtBats are Boxborough businesses. Weil advised the Selectmen that Kouvo will be responsible for the administration of this program, just like AtBats. Member Suleiman moved to approve the reduced athletic field usage fee requests consisting of a 12% revenue share for Fitting Fitness In and AtBats. Seconded by Member Powers. **Approved 4-0.**

Weil and Reip reported that the reconstituted RecCom is very energetic and a lot of new ideas are being explored. They are busy preparing for Flerra Summer Camp.

## **SELECTMEN REPORTS**

- Member Powers reported that the substance abuse task force findings and recommendations were reviewed at a recent joint meeting of the Boxborough Wellbeing and Acton Safety Net Committees. Based on these discussions they will focus their efforts on AB Community Health for Youth programs. He also announced that the results of the youth risk survey conducted by the schools will be presented at a joint forum on May 22, 2013.

He also reported that he had been contacted by a citizen who was inquiring on the status of a number of prior year(s) town meeting appropriation articles and when the voted actions will be implemented and/or completed. TA Shaw spoke to some of these articles – the Emergency Generator RFQ will be posted/published next week. The repair of the Grange Room floor has become a part of the bigger video/tech upgrades. The VoIP launch has been pushed back a month. TA Shaw was not aware of the status of Blanchard School projects that the resident inquired about.

- Chair Fox reported that the RFQ for the concept development of Stow Rd has been published and, so far, ten vendors have sought bid packets. There is a Pre-submission meeting for bidders on Wednesday.

He also reported on Negotiation Team activities – it has been jointly agreed to seek mediation regarding the Police agreement. TA Shaw explained the typical timeline for mediation. The Team has come to an agreement with Dispatch, and they are meeting with the Firefighters on Tuesday.

- Member Stemple reported that the Steele Farm Advisory Committee is working on getting hard numbers for their Town Meeting article. They also were provided an update on the status of Preservation Restrictions – the working group will be presenting the document for signature and informal approval for submission to the state.

## **OLD BUSINESS**

- Though most of the high points had been covered during the earlier discussion the Selectmen had further discussion on the proposed Expanded Regional School District. There was a review of the redlined draft agreement and attachments. The Selectmen reviewed some of the talking points and concerns raised during the earlier discussion, such as: the use of the Blanchard School building; the generator project; the need to have clear visuals as to financial breakdowns and comparisons; and that it needs to be clearly explained what could happen if this does not go forward.
- Though not on the agenda, it was noted that the Generator project will take approximately 14-16 weeks and they anticipate launching it in December 2013.
- The Annual Town Meeting warrant with the proposed FY 14 Budget has been printed and is ready for mailing. Motions will be reviewed at the next Selectmen's meeting.

## **NEW BUSINESS**

- The Selectmen reviewed the proposed meeting schedule for period June 3, 2013 – January 6, 2014. Chair Fox moved to adopt the proposed schedule as written. Seconded by Member Suleiman. **Approved 4-0.**

- Town Assessor, Duane Adams has advised that he will be leaving on June 10, 2013. There was discussion on creating a search committee to identify a suitable candidate to replace him. Member Stemple agreed to be the Selectmen's representative. There was discussion on other potential members for this search committee. TA Shaw advised that that she will begin advertising this week. Further to the recommendation of the Town Administrator, Member Suleiman moved that a screening/interview team for the position of Town Assessor be established to be comprised of a member of the Board of Selectmen, the Town Administrator, the Town Treasurer, a member of the Finance Committee and a member of the Personnel Board. Seconded by Chair Fox. **Approved 4-0.**

#### **ADJOURN**

- At 10:34 PM, Member Powers moved to adjourn. Seconded by Member Stemple. **Approved 4-0.**

## SELECTMEN'S ANNOUNCEMENTS

APRIL 22, 2013

*The necessary contact information is available at the end of these announcements.*

- We are all painfully aware of the tragic Boston Marathon bombing on Patriot's Day. Law enforcement personnel from a wide area were called to provide assistance to Boston, State and Federal efforts. The Boxborough Police Department contributed to this massive response. On Friday April 19th Chief Ryder and members of the Boxborough Police Department responded to Watertown to provide mutual aid to help protect soft targets and keep spectators away from certain areas during the search for the terrorist. Chief Ryder would like to acknowledge the dedication and commitment of the following personnel who deployed with him to Boston and Watertown:
  - Sergeant Brett Pelley
  - Detective Benjamin Lavine
  - Detective Nathan Bowolick

The Board of Selectmen proudly commend all for their service.

- The **2012 Town Report** is available to download from the town's website. Thanks to all departments and committees for their submissions, to volunteer Brad Gray for editing, Maureen Adema for compiling, Liz West for the beautiful cover photograph and to Alan Rohwer, Frank Sibley and others who submitted photographs. Hard copies of the Town Report will be available at Town Hall the week of May 6<sup>th</sup>.
- **Boxborough's Annual Town Meeting** will begin on **Monday, May 13<sup>th</sup>** at 7 PM the Blanchard Memorial School. The Town Meeting Warrant will be mailed to homes with registered voters at the end of the week. The warrant may also be downloaded from the town's website.
- The proposed **FY 14 Budget** is also available on the Town's website (Home page, under "NEWS").
- Tomorrow, April 23<sup>rd</sup> is the **last day for voters to register** in order to be eligible to vote at Annual Town Meeting and the Town Election. The town clerk's office will be open until 8 PM on that day.
- There will be a **Special State Primary Election** held on Tuesday, April 30<sup>th</sup> to select candidates for the office of Senator in Congress.

➤ Save the Date.....

A Special Town Meeting to consider **expanding the Acton-Boxborough Regional School District** to include grades pre-K through 12 has been called in both Boxborough and Acton for Monday, June 3<sup>rd</sup>.

➤ **FY 2014 Transfer Station sticker applications are now being accepted.** If you did not receive an application with your Real Estate Tax Bill, they can be obtained at Town Hall, the Town's website or at the Transfer Station. Please refer to the application for an explanation of fees. Please note applications are to be submitted to the Tax Collector, Town Hall, 29 Middle Road for processing, not at the Transfer Station.

➤ Residents are advised that MASS D.O.T. has begun a **multi-bridge reconstruction project in our area on Interstate 495**, with a completion date of October 2015. This project entails replacing the bridges on both the northbound and southbound sides between Rte 2 and King Street in Littleton. In addition, they will be replacing the Taylor Street bridge that runs over I 495 just south of Rte 2. Existing lanes will be split lanes and new temporary lanes in the median, similar to the multi- bridge replacement project that occurred on I495 in Lowell two years ago. While this project is not in Boxborough, residents should plan accordingly as their commutes may likely be impacted if they travel this route.

➤ This Saturday, April 27<sup>th</sup>, is **National Prescription Drug Take Back Day**. As part of this initiative the Boxborough Police Department, in conjunction with the Federal Drug Enforcement Administration, will be providing the public an opportunity to prevent prescription drug abuse and theft. There will be collection of potentially dangerous, expired, unused, or unwanted prescription drugs from 10:00 AM to 2:00 PM at the Police Station, 520 Mass. Ave. This program is open everyone not just Boxborough residents. If you can't make it in on April 27th you can stop by the Police Department any time and use the 24 hour drop box located in the lobby. Please go to the Boxborough Police Department's website if you need more information.

➤ The **Central Massachusetts Law Enforcement Council (CEMLEC)** is housing a large black police truck at the Boxborough Police Station. This truck is used by CEMLEC's Special Operations Team and is available to be used if needed in the event of an emergency or special event.

- The Conservation Commission, Recreation Commission and the Planning Board are in the process of updating the **Town's Open Space and Recreation Plan**. The Open Space and Recreation Plan helps guide how and where town resources are spent. In addition to being a good idea and keeping the plan current, an update is necessary to qualify for State financial assistance for various grant programs. Your input is valuable, so please take a few minutes to complete the on-line survey from a link under News on the Town's Website at [www.town.boxborough.ma.us](http://www.town.boxborough.ma.us). Responses will be accepted until June 1, 2013.
  
- The **Stow Road Concept Development Committee** continues its effort to reach out to residents to hear what you would like to see built at 72 Stow Road. To learn more or to provide your opinion, by completing a brief on-line survey, go to the Link on the Town's website under "NEWS".
  
- The **Acton-Boxborough Cultural Council is presenting a Friday Night Spring Foreign Film Series**. The four dates for these free events are April 26<sup>th</sup>, May 3<sup>rd</sup>, May 10<sup>th</sup>, and May 17<sup>th</sup>. For more information, contact the Council's Barbara Estabrook, 978-635-0685, or check the Town Website.
  
- Friends of the Boxborough Library will hold their **Spring Book Sale at the Sargent Memorial Library** from 9:00 AM to 2:00 PM this **Saturday, April 27<sup>th</sup>**. A preview sale for members will take place Friday, April 26<sup>th</sup> from 7:00 PM to 9:00 PM (Memberships are always available at the door). The Friends of the Library would also ask that you to save your unwanted used books to donate to this sale during the week of April 22<sup>nd</sup>, during regular Library hours. The funds from this sale support many library programs that help to make the Library a special place.
  
- This Sunday, April 28<sup>th</sup> at 7:00 PM the **Boxborough Historical Society** will present, "***The Construction of Interstate 495 in Boxborough.***" in the Morse and Hilberg Rooms of the Boxborough Town Hall, 29 Middle Road. Alan Rohwer of the Boxborough Historical Society and the Boxborough Historical Commission will present the photographs and moderate the panel. Admission is free and all are welcome. (If anyone would like to be on the panel please call Alan at 978-263-3944.)

- **Town Departments** welcome your questions and feedback on services. Please contact them through the email hyperlink appearing on each department's web page, give them a call or stop in to chat. If you are unable to stop in during normal office hours, don't hesitate to call and make an appointment for a mutually convenient time outside of normal hours.
  
- The **Selectmen want to hear from you** and invite residents to contact them regarding issues of concern. The Board can be contacted via e-mail from the link on the Selectmen's webpage.
  
- The Board of Selectmen continues to look for volunteers willing to serve on the various **Town boards and committees**, many of which have openings: Airport Study Committee (1), ZBA (1 alternate member), Housing Board (1), BITcom (4), Design Review Board (1 at-large member), Energy Committee (1), Public Celebrations & Ceremonies Comm. (1) and the Steele Farm Advisory Committee (2). Also, the Town Moderator is seeking 2 volunteers to serve on the Finance Committee. Please consider participating on a town board. You will find it to be a worthwhile and rewarding experience. No matter what your knowledge or interest is, we can use your help in making Town government work.

- Contact information is available on the town website: <http://www.town.boxborough.ma.us> or you may call Town Hall at 978-263-1116 if you have any questions.
- The Selectmen can be contacted directly at [selectmen@town.boxborough.ma.us](mailto:selectmen@town.boxborough.ma.us).
- If you wish to find out more about **volunteer opportunities** on Town boards or committees contact Town Administrator Selina Shaw [Selina.shaw@town.boxborough.ma.us](mailto:Selina.shaw@town.boxborough.ma.us)
- Board of Selectmen, Boxborough School Committee and Acton-Boxborough Regional School Committee **meetings are broadcast on both Comcast's Channel 9 and Verizon's Channel 39.** Residents can also tune-in and view the public meetings playback schedule, to find out when a particular meeting is scheduled for broadcast.
- Please contact the Town Clerk, Liz Markiewicz 978-263-1116 x 117 if you have any questions regarding Town Meetings or the upcoming elections.
- To learn about **National Prescription Drug Take-Back Day** please visit Boxborough Police Department website: [www.boxboroughpolice.com](http://www.boxboroughpolice.com).



## **BOARD OF SELECTMEN**

### **Meeting Agenda**

**April 22, 2013**

**Boxborough Town Hall**

**Grange Meeting Room**

### **1. CALL TO ORDER, 6:45 PM - Town Administrator's Office**

### **2. EXECUTIVE SESSION**

*Move to adjourn to executive session to discuss strategy with respect to collective bargaining (Massachusetts Coalition of Police, Local 200A, Dispatch; Massachusetts Coalition of Police, Local 200, Police; Boxborough Professional Firefighters, Local 4601) and to discuss strategy with respect to negotiations with non-union personnel (DPW Director, Fire and Police Chiefs, and Town Administrator) and to reconvene in open session in the Grange Meeting Room at 7:30 PM*

**ROLL CALL  
VOTE:**

Chair shall state: "To conduct such session in an open meeting may have a detrimental effect on the bargaining position of the Board."

### **RECONVENE IN OPEN SESSION IN THE GRANGE MEETING ROOM, 7:30 PM**

### **3. APPOINTMENTS**

- a) Joe Weinberg and Jeff Snyder, The Cordish Companies; Bill Caulder, The Gutierrez Company; Boxborough Planning Board – preliminary exploratory discussion regarding gaming, 7:30 PM
- b) Maria Neyland and Mary Brolin, Boxborough School Committee members, to discuss proposed expanded pre-K -12 region, 8:15 PM
- c) Abby Reip, Mitzi Weil and Matthew Rosner, Recreation Commission, to discuss proposed athletic field fee reductions for RecComm sponsored programs, 9:15 PM
- d) Citizens concerns

### **4. ANNOUNCEMENTS**

### **5. MINUTES**

- a) Regular session, April 1, 2013
- b) Executive session, April 1, 2013
- c) Executive session [BoS Contract Negotiating Team re: Police], April 2, 2013
- d) Executive session [BoS Contract Negotiating Team re: Fire], April 3, 2013
- e) Executive session [BoS Contract Negotiating Team re: Dispatch], April 19, 2013

**ACCEPT & POF  
ACCEPT & POF  
ACCEPT & POF  
ACCEPT & POF  
ACCEPT & POF**

### **6. SELECTMEN REPORTS**

### **7. OLD BUSINESS**

- a) Expanded Regional School District – review draft agreement
- b) Annual Town Meeting/FY 14 Budget

### **8. NEW BUSINESS**

- a) Proposed meeting schedule for period June 3, 2013 – January 6, 2014
- b) Assessor search committee

**9. CORRESPONDENCE**

- a) Internal Communications
- b) Minutes, Notices & Updates
- c) General Communications

**10. PRESS TIME**

**11. CONCERNS OF THE BOARD**

**12. ADJOURN**



## ADMINISTRATION

# Memo

**To:** Board of Selectmen  
**From:** Selina Shaw, Town Administrator *MS*  
**Re:** The Cordish Companies – preliminary discussion re: gaming, dining, hotel and entertainment facility  
**Cc:** Finance Committee  
**Date:** April 22, 2013

At this evening's Board of Selectmen's meeting, Joe Weinberg and Jeff Snyder, representatives of The Cordish Companies, a privately held 100 year-old global conglomerate, still under family ownership, with extensive expertise in real estate development, will be present to engage the selectmen in preliminary exploratory discussions regarding the possible development of an upscale gaming, dining, hotel and entertainment facility to be located "in the woods" off of Adams Place. The proposed location is well situated near I-495, with no residential developments in close proximity. Additionally, it is well set back with no physical visual impact from Route 111.

PPE Casino Resorts, an affiliate of the Cordish Companies, is one of four applicants seeking the award of the one slots-only parlor license in Massachusetts (the other applicants have proposed facilities to be located at Raynham Park, Plainridge Racecourse and in Worcester). Applicants were required to pay a non-refundable \$400,000 application fee to the Gaming Commission and are required to invest a minimum of \$125 million in the facility.

The developer is still exploring other locations in the commonwealth and is attending this evening's meeting to present a preliminary concept of their proposed plans and the benefits to the community, explain the process and timeline and get an initial sensing from the selectmen of the level of potential interest. If the selectmen are supportive of further exploration of the endeavor, the developer would reach out to the public, hold a number of informational forums in the community to gauge public interest, address questions and concerns and determine whether to pursue development in Boxborough.

The Cordish representatives will provide further information on the timeline, which I have summarized below.

Public outreach	April – May, and continuing through process if developer pursues
Community evaluates potential impacts of facility	May - June
Selectmen and applicant execute host agreement This agreement must identify and appropriately address all impacts that the facility will have on the host community, i.e. infrastructure improvements and other mitigation	Late June

Applicant requests host community to hold referendum (i.e., a special town election)	July 1
Special election held. This must occur 60 – 90 days after request is made.	Early September
Gaming Commission to award license to one of the four applicants	October – December

Also included in the process is the surrounding community agreement. A surrounding community must be so deemed by the Gaming Commission as one in proximity to the host community that the Commission determines experiences or is likely to experience impacts from the development or operation of a gaming establishment. Surrounding community agreements are executed between the applicant and the individual surrounding communities.

Joe Weinberg and Jeff Snyder look forward to meeting with the Board and addressing the many questions you will likely have.

Thank you for your consideration of this matter.

3b/7a

**Selina S. Shaw**

**From:** Selina Shaw [selina.shaw@town.boxborough.ma.us]  
**Sent:** Thursday, April 18, 2013 8:14 PM  
**To:** Les Fox; Vince Amoroso; Mary Brolin; Mac Reid  
**Subject:** Fwd: Blanchard School Disposition

**Importance:** High

Good evening, all.

Spoke with Counsel this afternoon and asked that he send his opinion via email so that I could share with you. You may have already been aware that the manner for accepting/amending the terms of the Agreement by Town Meeting, i.e. the warrant article and motion language, has been established by statute... and the vote, by secret ballot, is a straight up or down vote, i.e. yay or nae... no amendments to the article... no contingencies...

As I understand from Jonathan's email below, in order to afford certain protections to the Town, the current form of the **Regional Agreement** should be revised to make conveyance of Blanchard School conditional upon the Town and the District reaching agreement (via an IMA) on the reserved uses listed below as well as the shared septic, water and the maintenance thereof, and obtaining full performance on all terms of that agreement no later than July 1, 2014, at which time the school is to be conveyed to the Region.

Jonathan has proposed a means for moving forward. Please carefully review. I expect that the BoS will discuss this on Monday evening, as will BLF on Tuesday. Please confirm the reserved uses below... are there any others? Time is growing short (STM is just 6 1/2 weeks away) and I would like to be able to give Counsel as much lead time as possible.

Look forward to your input. Thanks.

Regards,  
Selina

Selina S. Shaw  
Town Administrator  
29 Middle Road  
Boxborough, MA 01719  
978-263-1116, ext. 101  
978-264-3127 (fax)  
<http://www.town.boxborough.ma.us>

*When writing or responding, please be aware that the Secretary of State has determined that most email is a public record and, therefore, may not be kept confidential.*

Begin forwarded message:

**From:** "Jonathan D. Eichman" <[JEichman@k-plaw.com](mailto:JEichman@k-plaw.com)>

4/19/2013

**Subject: Blanchard School Disposition**

**Date:** April 18, 2013 5:13:00 PM EDT

**To:** "Selina S. Shaw" <[selina.shaw@town.boxborough.ma.us](mailto:selina.shaw@town.boxborough.ma.us)>

**Cc:** John Giorgio <[JGiorgio@k-plaw.com](mailto:JGiorgio@k-plaw.com)>

Selina:

I understand that the Town would like conveyance of Blanchard School to the Regional School District per the proposed amendment to the Regional School District Agreement be conditional upon the school being available thereafter to the Town for the following uses:

- 1) meeting space for Town Meeting and Town boards, as the need arises and space is available and with the permission of the District;
- 2) emergency shelter as the need arises; and
- 3) recreational activities on outdoor playing fields, with the reasonable permission of the District.

I further understand that the Town intends to convey only that portion of the Blanchard School lot that is presently being used for school purposes, and prior to conveyance must divide the lot by surveyed plan and obtain approval for a shared septic system now serving both the school and other abutting Town property. It is expected that the Town and the District will then share the costs of maintaining the system. Water service to the property must also be separately metered.

At this point, as you know, the new Regional School District Agreement to be placed before Town Meeting for approval on June 3 provides in Section 4 that the Town will convey the Blanchard School and the property on which it is located to the District on July 1, 2014, and does not secure to the Town any of the above uses or provide for approval of the shared septic system and allocate responsibility for maintenance of that system. In order to protect the Town's interest in this regard, in our opinion the present draft of the Regional School District Agreement must be revised to make conveyance of Blanchard School conditional upon the Town and the District reaching agreement on the above and obtaining full performance on all terms of that agreement by July 1, 2014. That agreement would be in the form of a separate intermunicipal agreement (IMA) between the Town and the District.

To the extent the terms of the IMA must likewise be settled by June 3, and allowing for the fact that the Town has indicated it will not be able to determine how to divide the school property and allocate septic system responsibility by that time, I advise that the IMA be structured: (1) to make clear the three reserved uses set forth above, (2) make explicit that the Town may divide the school lot as above, (3) provide that the shared system must be permitted and responsibility for the maintenance of that system be equitably distributed between the parties, and (4) allow the parties until July 1, 2014, to complete those tasks and reduce the maintenance (and cost-sharing) agreement to writing as an addendum to the IMA.

Please let me know how the Town wants to proceed with respect to the above. In particular, please review the reserved Town uses 1-3 above and revise/supplement as necessary so that I am accurately representing the Town's wishes in this regard. I will need to contact District counsel as soon as possible about these changes if we are to meet the June 3rd deadline. Don't hesitate to contact me with questions and concerns.

Jonathan D. Eichman, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street  
12th Floor  
Boston, Massachusetts 02110-1109  
(617) 556-0007

4/2/13 ~~3/18/13~~ ~~2/26/13~~ ~~1/14/13~~  
(With Appendix A)

**AGREEMENT**  
**FOR A REGIONAL SCHOOL DISTRICT**  
**FOR THE TOWNS OF**  
**ACTON AND BOXBOROUGH, MASSACHUSETTS**

(As revised effective \_\_\_\_\_, 2013)

(As approved March 21, 1955 and  
As Amended on: October 10, 1955  
October 1, 1956  
March 9, 1959  
December 27, 1973 and  
October 5, 1998)

Certificate of the Secretary

I, the undersigned Secretary of Acton-Boxborough Regional School District having custody of its official records, hereby certify that this document represents the Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts as amended to date.

Witness my hand and the official seal of said Acton-Boxborough Regional School District this ~~6th day of October, 1998.~~ \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Secretary as aforesaid

## Acton-Boxborough Regional School District

### AGREEMENT

This Agreement is intended to establish a For a pre-school through grade 12 regional school district for the Towns of Acton and Boxborough, in the Commonwealth of Massachusetts, hereinafter referred to as member towns.

#### SECTION 1. MEMBERSHIP OF THE REGIONAL DISTRICT COMMITTEE

- A. The Regional District School Committee, hereinafter referred to as the "Committee," or "the Regional School Committee," shall consist of eleven (11) members, six- seven (7) from residing in the Town of Acton and three (3)-four (4) residing in from the Town of Boxborough. The weight of voting is as established in paragraph G below.
- B. At the annual town elections in 2014, in addition to electing two members of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Acton, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a third member, whose term of office will begin on July 1, 2014. At the annual town elections in 2014, in addition to electing one member of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Boxborough, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a second member, whose term of office will begin on July 1, 2014.
- CB. At the annual town elections beginning in 2015, the Town of Acton shall elect two (2)-two (2) or three (3) members of the Committee from the Town of Acton (whichever number is necessary to complete Acton's complement of seven committee members), and the Town of Boxborough shall elect one (1) or two (2) member(s) of the Committee from the Town of Boxborough (whichever number is necessary to complete Boxborough's complement of four committee members). Each member so elected shall serve for a term of three (3) years or until a successor is elected and qualified.
- DC. No fewer than four (4) members from Acton and no fewer than two (2) members from Boxborough must be present in order to constitute a quorum for the transaction of business.
- ED. The Committee shall have all the powers and duties conferred and imposed upon school committees by Massachusetts General Law and conferred and imposed upon it by this Agreement and any special laws.

FE. At the first regular meeting of the Committee following the latest town election to be held in each year, the Committee shall organize by choosing a Chairman from its own number, and by appointing a Secretary and a Treasurer who may be the same person, but who need not be members of the Committee. The Committee shall define the duties of all officers. The Committee shall appoint such other officers and agents as it deems advisable.

FG. On all matters coming before the Committee, each member from Boxborough shall cast one vote and each member from Acton shall cast 2.5 votes. This weighted voting will be re-examined every ten (10) years, after the publication of the new federal census data to verify that the weighted voting is within DESE standards, a number of votes determined by dividing the population (as determined by the most recent town census) of Acton by twice the population of Boxborough and rounding the result to the nearest one-tenth.

## SECTION 2. TYPE OF REGIONAL DISTRICT SCHOOL

- A. The Regional School District shall consist of school grades pre-school ~~seven~~ through twelve, inclusive.
- B. The Committee may establish and maintain state-aided vocational education, in accordance with the provisions of Chapter 74 of the General Laws, and acts amendatory thereto or dependent thereon by amendment to this agreement.

## SECTION 3. SCHOOL ATTENDANCE

- A. Residents of the member towns may attend the Regional District Schools under the same regulations as would apply to a local school system.
- B. Students residing outside the District may attend the Regional District Schools upon approval of the Committee and payment of tuition established in the manner provided by law.
- C. Students wishing to attend vocational schools may do so in the manner provided by law.
- D. During the period July 1, 2014 to June 30, 2019, pre-school to grade 6 students who reside in Acton will have first option for attending an elementary school in Acton while pre-school through grade 6 students who reside in Boxborough will have first option for attending an elementary school in Boxborough. Exceptions to this may be made for special education purposes or for other reasons which the Superintendent finds compelling. As of July 1, 2019, the "first option" described in the preceding two sentences will continue unless the option is altered by the Regional School Committee. In any event, any student who began his or her attendance in a particular elementary school, as well as any younger siblings of

that student, will be given a preference in terms of continuing to attend at that school.

#### SECTION 4. LOCATION OF THE REGIONAL DISTRICT SCHOOLS

- A. The Regional District's schools shall be located in the towns of Acton ~~and~~ or Boxborough. Each community will be guaranteed at least one school within its borders.
- B. Effective July 1, 2014, the Town of Acton and the Town of Boxborough will sell and convey to the District for the sum of one dollar each, ownership of the elementary school buildings, and the property on which said buildings are located, that are then currently in existence. At any time in the future, if the Regional School Committee votes that any of the Region's buildings and properties that are owned by the Region is/are no longer needed by the Region for school-related purposes, the ownership of said building and property shall be sold and conveyed to the Town in which it is located for the sum of one dollar.

#### SECTION 5. APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

- A. ~~For the purpose of apportioning assessments levied by the District against Acton and Boxborough, costs shall be divided into three categories: construction costs, capital costs and operating costs.~~
1. ~~"Construction costs" shall include the costs of creating or acquiring new and/or additional educational, administrative or other permanent or temporary District building space and/or substantial renovation of existing permanent or temporary District building space or sites therefore, including but not limited to costs of plans, original equipment and furnishings, architect's fees, consultant's fees, site work, and start up operations, and also the payment of principal of and interest on bonds or other financial obligations issued by the Regional School District to finance construction costs. The intent is to include such costs as would be part of an approved school project which are or would have been eligible for a school building assistance grant for a capital construction project, major reconstruction project and/or emergency reconstruction project as those terms are defined in the School Building Assistance Program established by St. 1987, c. 746, s. 2, as amended (M.G.L. c. 70, App. s. 1-1 through s. 1-21) and the Department of Education, School Construction Regulations, Title 603, Chapter 38 of the Massachusetts Code of Regulations.~~
2. ~~"Capital costs" shall include all costs for equipment and/or extraordinary expenses which are not "construction costs" as defined in the preceding subsection, and are not "operating costs" as defined in the following subsection, whether financed by the~~

issuance of bonds, or other financial obligations, or paid for out of a single annual assessment to the member towns. In the event such costs are financed by the issuance of bonds or other financial obligations, the periodic payments of the necessary interest, as well as the repayment of principal, shall be included in "capital costs."

3. ~~"Operating costs" shall include salaries and benefits paid to personnel; pension costs; periodic lease payments for building space owned by others which may be used for Regional School District activities; payments for contracted services; costs of ordinary maintenance and repairs of the District's buildings, grounds and equipment; payments for materials and supplies; costs of textbooks and learning materials; utility expenses; costs of recruitment, evaluation, training and administration of personnel; necessary insurances; and other costs related to the provision of organized instruction to students; including interest on temporary notes issued by the District in anticipation of revenue, but excluding transportation expenses as provided in Section 6.~~
- A. The construction, capital, ~~and operating,~~ and transportation costs of the District and payments of principal of and interest on its bonds, notes and other obligations, net of Federal and/or State financial aid and any other income received by the District, shall be apportioned annually between Acton and Boxborough towns as set out in subsections B and C below.
- B. Providing such is not contrary to applicable law, each member town's share of capital, ~~and operating and transportation~~ costs for each fiscal year shall be determined by computing, to the nearest 1/100 of 1%, the ratio which the sum of its pupil enrollments in the Regional School District on October 1 of the three years next preceding the start of such fiscal year bears to the sum of the pupil enrollments in the Regional School District of all member towns on October 1 of the same three years. These ratios shall be known as the base percentages.
- C. Providing such is not contrary to applicable law, Boxborough's share of construction costs incurred prior to July 1, 2014 which are attributable to the Region's grade 7-12 facilities for each fiscal year shall be its base percentage minus five percentage points. This five percentage point "discount" will not be applied to construction costs incurred after July 1, 2014, which are attributable to the Region's grade 7-12 facilities. Acton shall pay the remainder of such construction costs attributable to the Region's grade 7-12 facilities. Each town's respective share of the construction costs attributable to the Region's Pre K through grade 6 facilities will be computed using the same criteria as applied to operating costs.
- D. Because of considerations discussed and agreed to at the time of the expansion of the District from a grade 7 to 12 region to a pre-K to 12 region, the transitional rules appearing in Appendix A regarding the apportionment of costs to the

member towns for fiscal years 2015 through 2021 will apply. Appendix A is incorporated herein by reference. (Note: The percentages and the other figures used in this subsection are currently under discussion.)

- E. In the event that some provision of applicable law requires some different apportionment of the costs of construction or capital or operating the District than is provided in this section of the Agreement, then insofar as is practical and allowed by the applicable law, in good faith the member towns shall apportion those costs, the division of which is not otherwise controlled by the applicable law, so as to exactly or as nearly as practical achieve the same overall apportionment of total costs in each fiscal year as would otherwise have been achieved by the formulas specified in Section 5, subsections ~~C~~ Band D ~~C~~ above.
- F. In the event that (an) additional town(s) is (are) admitted into the Region under the provisions of Section ~~7~~ 8, the formulas in Section 5 will be renegotiated.

#### SECTION ~~6~~ 6. TRANSPORTATION

- ~~A. School transportation shall be provided by the Regional School District. Notwithstanding any other provisions of this agreement, the net cost of school transportation for each member town shall be separately determined each year and added to the other expenses and costs apportioned to and paid by the respective member towns under this agreement. As used in this Section 6, the words "net cost of school transportation" shall be deemed to mean the total cost to the district of transporting pupils from a member town to a District School for a calendar year (1) less any moneys or other credits received or to be received by the District in the preceding calendar year for transporting pupils from such member town and whether received or to be received from the Commonwealth of Massachusetts by way of reimbursement or otherwise or from any other source; and (2) adjusted to reflect any overpayment or underpayment by such member town for any preceding calendar year.~~

#### SECTION ~~7~~ 6. AMENDMENTS

- A. This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall materially or adversely affect the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District. A proposal for amendment may be initiated by a single petition bearing the signatures of at least 200 registered voters of the District or by a majority of the members of the Committee.
- B. Said petition shall also contain, at the end thereof, a certification by the town clerks of the respective member towns as to the number of signatures on the

petition which appear to be names of registered voters from that town; such certification to be prima facie evidence thereof. Any such proposal for amendment shall be presented to the secretary of the Committee who shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen in each member town shall include, in the warrant for the next annual or a special town meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by a majority of voters present and voting in each of the member towns. Said vote shall be by ballot.

- C. Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member Towns, the School Committee should, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.

#### SECTION 87. ADMISSION OF ADDITIONAL TOWNS

- A. By an amendment of this agreement adopted under and in accordance with Section 76 above, any other town or towns may be admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.
- B. Upon admission of such town or towns, the total construction costs plus the cost of any subsequent capital acquisitions and improvements, reduced by an appropriate depreciation allowance, shall be reapportioned to all towns in the District including the newly admitted town (or towns) in a reasonable manner. The newly admitted town shall then assume liability of its entire share of the cost to be paid to the District over the remaining term of any funded debt issued to pay such construction costs or subsequent capital acquisitions or improvements. If no such funded debt exists, the newly admitted town (or towns) shall finance its share independently of the District and pay the same directly to each member town according to the proportion such towns had originally paid to the District.

## SECTION 98. WITHDRAWAL OF MEMBER TOWNS

Any member town may petition to withdraw from the Regional School District under terms stipulated in Section 76 of this agreement provided (1) that the town seeking to withdraw has paid over to the Regional School District any operating costs and non-debt financed capital or construction costs for which it became liable as a member of the District, and (2) that said town shall remain liable to the District for its share of the indebtedness of the District, other than temporary indebtedness incurred in anticipation of revenue, outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness and interest or which has been deposited for the purpose as provided in the second paragraph below Section 9-C.

Said petitioning town shall cease to be a member town if the proposed amendment is accepted by the petitioning town and each of the other member towns by a two-thirds (2/3) majority vote at an annual or special town meeting.

Money received by the District from a withdrawing town for payment of funded indebtedness and interest thereon shall be used for only such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company.

## SECTION 109. NOTICE OF DEBT AUTHORIZATION

Notice of any debt authorization shall be given to the member towns in accordance with the applicable law, or within ten days of the relevant vote of the Committee, whichever is less. Thereinafter, notwithstanding any provision of applicable law, as has been the Region's practice for many years, such debt shall not actually be incurred until the amount of the proposed debt has been specifically approved by a two-thirds vote at the next annual or special town meeting in each member town.

## SECTION 110. BUDGET

- A. The Committee should annually, at least 20 days prior to the date on which the final budget is adopted, prepare a preliminary budget. A preliminary budget shall include the amounts necessary to be raised to maintain and operate the Regional District Schools during the ensuing fiscal period, and include the amount required for payment of debt and interest incurred by the District which will be due in said fiscal period. All non-recurring expenditures shall be itemized. This preliminary budget shall be itemized in such further detail as the Committee may deem advisable. From the total of said budget there shall be deducted any surplus receipts for the preceding fiscal period over the costs and expenses for that fiscal period, excepting those receipts which were reserved for that fiscal period. The preliminary budget shall be approved by a majority of the members of the Committee from each member town.

- B. Copies of said preliminary budget shall be prepared by the Committee, and promptly made available to the Finance Committee of each member town.
- C. The Committee shall hold a budget hearing annually. Thereafter, the Committee shall adopt a final budget not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31 (provided that said budget need not be adopted earlier than February 1). The final budget shall be adopted pursuant to applicable provisions of law.
- D. Within ten days, or such lesser period as provided by law from the date on which the final annual budget is adopted by the Committee, the Treasurer of the Committee shall certify to the Treasurer of each member town and inform the Chairmen of the Board of Selectmen and the Finance Committee of each member town of its share of the budget to become due in the ensuing fiscal period, as well as any other information required by law.
- E. Each member town shall seasonably bring the Committee's final budget before an annual or special town meeting and thereafter pay its proportionate share of the annual construction, capital and operating costs to the Regional School District in equal monthly amounts and on the fifteenth of each month, unless the District Treasurer, after due consultation with the member Towns' Treasurers, determines that there is good cause to select a different day of the month for any particular fiscal year. If either Acton or Boxborough should fail to approve any Regional budget submitted to its respective meetings, any further proceedings will be as provided by law.

#### SECTION ~~12~~11. ANNUAL REPORT

The Committee shall on or before ~~October 1~~ July 10 of each year submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method of computing the annual charges assessed against each town, together with such additional information relating to the operation and maintenance of the regional school as may be deemed necessary by the Committee or by the selectmen of any member town, and each member town shall include said report in its annual report.

#### SECTION 12. TRANSITION PERIOD

- A. Until July 1, 2014, the Acton School Committee and the Boxborough School Committee will continue to oversee and operate the pre-school through grade 6 programs in Acton and Boxborough, respectively, subject to the restrictions spoken to in paragraph D below, and until said date the Acton-Boxborough Regional School Committee will continue to oversee and operate the grades 7-12 programs for the two towns.

- B. Upon the acceptance of this Agreement by the Town Meetings in Acton and Boxborough and the approval of this Agreement by the Commissioner of Education, the Acton-Boxborough Regional School Committee, in addition to its duties to oversee and operate the then existing grade 7 through grade 12 regional school district, shall also become a "transitional school committee," consistent with 603 CMR 41.03(5) with respect to the expanded pre-school through grade 12 region. This transition period will extend from the date of acceptance by the two Town Meetings and the approval by the Commissioner until June 30, 2014. During this transition period, the same criteria regarding quorum, weight of voting, and the service of officers will apply to the Transitional School Committee as apply to the then-current Acton-Boxborough Regional School Committee.
- C. During the transition period, the Regional School Committee, acting as the Transitional School Committee, shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the expanded regional school district, including but not limited to the following:
1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
  2. The power to establish and adopt policies for the expanded regional school district.
  3. The power to employ a superintendent, treasurer, chief financial officer, school physician, and director of Special Education, as well as the power to authorize the superintendent to employ other personnel as needed.
  4. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the expanded regional school district.
  5. The power to adopt budgets for the expanded regional school district, and to assess the member towns for these budgets.
  6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the expanded regional school district.

7. The power to develop and adopt a strategic plan for the expanded regional school district.

8. The power to appoint subcommittees.

D. During the transition period, the local school committees of the member towns and the Regional School Committee when not acting as the Transitional School Committee may not make decisions that will financially obligate or legally encumber the expanded regional school district without ratification by majority vote of the Regional School Committee acting as the Transitional School Committee. In addition, the local school committees shall comply with the following during the transition period:

1. No construction of new schools will be undertaken and no building closures will occur unless ratified by majority vote of the Regional School Committee acting as the Transitional School Committee.

2. Program offerings will remain substantially the same.

3. No school choice openings will be filled to take effect after June 30, 2014 except with the approval by majority vote of the Regional School Committee acting as the Transitional School Committee.

4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.

5. During the period July 1, 2013 to June 30, 2014, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Acton and Boxborough and who are enrolled in the Acton or Boxborough Public Schools. During 2013-2014 the Acton School Committee and the Boxborough School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular education students.

#### SECTION 13. LEASE OF BUILDING

~~The District is authorized to lease the Blanchard Auditorium from the town of Acton under the terms substantially as set forth in the attached Exhibit A.~~

This agreement shall take effect on July 1, ~~2014~~1999 and shall continue in effect from year to year thereafter, unless amended or terminated consistent with the terms of this Agreement and with the General Laws and state regulations, either party notifies the other prior to the first day of July in any calendar year of its intention to terminate this agreement at the expiration of the following one-year period.

~~IN WITNESS WHEREOF~~ the parties hereto have caused these presents to be signed, sealed and delivered by the officers of each hereunto duly authorized this day of 6th of October, 1998.

IN WITNESS WHEREOF, this agreement has been executed, approved and accepted as of the day of \_\_\_\_\_, 2013~~6th~~ day of October, 1998.

I hereby certify that the above Regional Agreement as amended, was approved by vote of the Town of Acton held on \_\_\_\_\_, 2013~~October~~ 5, 1998

~~Acton-Boxborough Regional School Committee~~

By \_\_\_\_\_  
Town Clerk, Acton

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\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that the above Regional Agreement as, amended, was approved by vote of the Town of Boxborough held on \_\_\_\_\_  
2013~~October 5,~~ 1998

By \_\_\_\_\_  
Town Clerk, Boxborough

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APPENDIX A

1. The figure of \$934,782 has been established as the “projected benefits” that will be used as a factor in the calculations which will be made under the following paragraphs of this Appendix A.

2. The following projected “base budgets” have been established for Acton and for Boxborough for fiscal year 2015 (i.e., July 1, 2014 to June 30, 2015) through fiscal year 2019 (i.e., July 1, 2018 to June 30, 2019):

FY’15: Acton, \$51,788,675; Boxborough, \$11,097,136

FY’16: Acton, \$53,398,447; Boxborough, \$11,134,949

FY’17: Acton, \$55,056,859; Boxborough, \$11,308,113

FY’18: Acton, \$56,675,977; Boxborough, \$11,426,890

FY’19: Acton, \$58,148,708; Boxborough, \$11,521,994

3. For fiscal year 2015 through fiscal year 2019, the following “percentage shares” of the projected cost savings will be used for purposes of the calculations which will be made under the following paragraphs of this subsection E:

FY’15: Acton, 80%; Boxborough 20%

FY’16: Acton, 87.5%; Boxborough 12.5%

FY’17: Acton, 90%; Boxborough 10%

FY’18: Acton, 82.5%; Boxborough 17.5%

FY’19: Acton, 60%; Boxborough 40%

4. In order to establish the assessments for fiscal year 2015 through fiscal year 2019, the following multi-step process will be followed:

a. The percentage share (see paragraph 3 above) of the projected benefits for the respective town and for the respective fiscal year will be multiplied by the projected benefit figure of \$934,782, yielding an “allocated savings figure” for each of the two towns for that particular fiscal year. For example, for FY’15, Acton’s allocated benefit figure will be \$747,826 (i.e., 80% x \$934,782), while Boxborough’s allocated benefit figure will be \$186,956 (i.e., 20% x \$934,782).

b. The base budget for each of the two towns for the respective fiscal year (see paragraph 2 above) will be reduced by the allocated benefits figure for that year and for that town. For example, for FY’15, Acton’s base budget of \$51,788,675 will be reduced by \$747,826, yielding a recalculated base budget figure of \$51,040,849. Similarly, for FY’15, Boxborough’s base budget of \$11,097,136 will be reduced by \$186,956, yielding a recalculated base budget figure of \$10,910,179.

c. The recalculated base budget figures for each of the two towns resulting from

paragraph 4.b above will be added together, and the respective percentage that each town's base budget figure bears to that total sum will be calculated. For example, for FY'15, the sum of the recalculated base budget figures is \$61,951,029, of which Acton's recalculated base budget figure (i.e., \$51,040,849) represents 82.39%, while Boxborough's recalculated base budget figure (i.e., \$10,910,179) represents 17.61%.

- d. The percentage shares calculated under paragraph 4.c above (which, for example, in FY'15 would be 82.39% for Acton and 17.61% for Boxborough) will then be compared to the percentage shares that would result from the apportionment criteria that appear in Section 5, subsections B and C of this Agreement, and the respective differences in those shares will be identified. These respective differences will then be used to lower the actual assessment of the town by that percentage amount if the percentage share calculated under paragraph 4.c is lower than the percentage share that would result under subsections B and C, or to raise the town's actual assessment if the converse is true. If, for example, Acton would have an assessment percentage of 83.92% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.53% higher than the percentage identified for Acton under paragraph 4.c above. Conversely, if Boxborough would have an assessment percentage of 16.08% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.53% lower than the percentage identified for Boxborough under paragraph 4.c above. Under this example, Acton's actual assessment for FY'15 will be lowered by 1.53% and Boxborough's actual assessment will be raised by 1.53%, as compared to the assessments that would occur using the apportionment criteria that appear in subsections B and C.
- e. During each of the years from fiscal year 2015 to fiscal year 2019, the Region's administration will report to the Regional School Committee and to the Finance Committee and the Board of Selectmen of each member town the per pupil costs of each elementary school. The purpose of this reporting will be to incentivize the convergence of per pupil costs at each elementary school. This reporting shall be made as part of the Annual Report described in Section 11.
- f. For fiscal year 2020 Action will be assessed \$425,000 less, and Boxborough will be assessed \$425,000 more, than would result from the apportionment criteria that appear in subsections B and C. For fiscal year 2021 Acton will be assessed \$25,000 less, and Boxborough will be assessed \$25,000 more, than would result from the apportionment criteria that appear in subsections B and C.
- g. Once the fiscal years addressed by the transitional rules established in this Appendix A have elapsed, the assessment language otherwise appearing in Section 5 of the Agreement will control.

EXHIBIT A.

IN CONSIDERATION OF the mutual promises and agreements contained herein, the Inhabitants of the Town of Acton (licensor), hereinafter referred to as the Town, hereby grant to the Acton-Boxborough Regional School District (licensee), hereinafter referred to as the District, the right, license and privilege of occupying and using for school purposes, including gymnastics, athletic exercise and assembly, ingress, egress and parking of vehicles, all the space, including the area of land surrounding the building constituting the so-called Blanchard Auditorium Gymnasium in said Acton. In consideration of this, the Region will allow the Town to use appropriate space within Regional facilities for Town Meetings, Town Elections and such other activities as may reasonably be required by the Town.

The District agrees to operate and maintain the premises, and to pay all costs of such operation and maintenance, including water, heat, electricity and gas, and janitorial services. The District will maintain the building and grounds in good order and condition at all times, reasonable wear and tear excepted, and will pay all costs of maintenance and repair, except the costs of capital and construction (as these terms are defined in the Regional Agreement), which will be paid by the Town of Acton. The parties will consult with each other with respect to the need for such capital and construction expenditures.

The District agrees that it will make reasonable provision for sharing the use of the building and surrounding area with the school children of Acton other than those included in the schools of the District.

The District shall have the privilege of allowing such organizations, whether directly or indirectly connected with school activities, to occupy and use the building and its surrounding land area and may make such charge for such use as is reasonable and proper. The District further agrees that it will, if the same does not interfere with the school work of either the District or the Town, allow civic or educational organizations of the Town of Acton or the Town of Boxborough the use of said building and grounds either with reasonable charge or gratuitously as said District may determine. The members of the Regional School District Committee elected or appointed by the Town of Acton shall be responsible for scheduling use of the building and surrounding grounds by all persons and organizations other than the District.

The Town agrees that it will maintain and pay for property insurance on the premises. The District agrees that it will hold the Town harmless against any loss or damage to the premises caused by use of the premises by it or by any group or organization it permits to use the premises and that it will defend and hold harmless the Town against any claims for bodily injuries arising out of the negligence of it or its employees or its failure to maintain the premises in a safe condition.

This agreement shall take effect on July 1, 1999 and shall continue in effect from year to year thereafter, unless either party notifies the other prior to the first day of July in any calendar year of its intention to terminate this agreement at the expiration of the following one-year period.

~~IN WITNESS WHEREOF the parties have caused these presents to be signed, sealed and delivered by the officers of each hereunto duly authorized this 6th day of October, 1998.~~

~~By the Acton Board of Selectmen — Acton-Boxborough Regional School Committee~~

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\_\_\_\_\_

# Expanded Regionalization

Acton/Boxborough Pre-K to 12  
Special Town Meeting: June 3, 2013

## Educational Benefits

- **Increased Choice Options for Both Towns**
  - *For the first time Boxborough would be part of in-district "school choice"*
  - *Acton would increase their options to six schools*
- **Gradual Leveling of Class Size**
  - *Smaller class size for Acton,*
  - *Larger class sizes for Boxborough*
  - *Less Reliance on Choice Students*
- **Classroom Space Increases**
  - *Allows for more space for Specials (i.e. Art in a Classroom not in hallways)*
  - *An Increase to In-House Special Education Programs = Less Out of District Services*
- **Increased Full-Day Kindergarten Options**
- **Increased Professional Learning opportunities**
- **More Education & Less Administration**

## Financial Benefits

- Identified \$1 Million in Initial Savings
- Additional Savings Potential (\$1,092K) from Blanchard
  - *Spending in line with Acton's average*
  - *Requires Blanchard per pupil spending to decrease by 3.2% per year*
  - *Holding Acton per pupil spending constant*
- Additional Savings Will Occur Once All 3 Districts are Merged into One

## Key Changes to the Agreement

- *"Sale"* of School Buildings with *"Sale Back"* Provision
- District Pays Current Debt
- Guarantee at Least One School in Each Town
- Hometown Guarantee with RSC/Educational Override
- Costs Assessed on 3-year Enrollment Average
- No 5% Construction Discount (Box) in future
- Financial Benefits Split 80% (Acton)/20% (Box) - 5 Years
- Expanded School Committee: 7 (Acton), 4 (Box), weighted voting

## Questions or Comments

- Website: [www.ab.mec.org](http://www.ab.mec.org)
- Email: [abrsc@abschools.org](mailto:abrsc@abschools.org)
- Call: (978) 264-4700 x 3206

3c

Ross Lilley <ross@accessportamerica.org>  
To: <selina.shaw@town.boxborough.ma.us>  
Reply-To: <ross@accessportamerica.org>  
Fee waiver

April 3, 2013 2:55 PM; Apr 3

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Hi Selina and Selectmen and women,

I'd like to request a fee waiver for the spring in regards to our adaptive soccer game. We will be playing on Saturdays at Liberty field from 10:30-11:30. Again, we are a non-profit working with ABYS and children/youth/young adults living with disabilities.

Please let me know if you need anything else or a more formal request. We'd like to start this weekend.

Thank you,

Ross

Ross Lilley  
AccesSportAmerica  
Executive Director/Founder  
978.264.0985  
978.314.9137 (direct)  
[www.AccesSportAmerica.org](http://www.AccesSportAmerica.org)

AccesSportAmerica inspires higher function and fitness for children and adults living with disabilities through high-challenge sports and training. A national non-profit organization based in Massachusetts.



**Selina S. Shaw**

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**From:** matthew rosner [matthewrosner@verizon.net]  
**Sent:** Tuesday, April 09, 2013 9:49 AM  
**To:** Selina S. Shaw  
**Subject:** Third party rec comm programs

Hi Selina,

Rec Comm would like to offer a program thru a local business, 'Fitting Fitness In', as we have done with for AtBats.

It came to my attention that we had done this with AtBats last summer, using an oral agreement.

I feel we need a written contract, as we are promoting a program outside of our control. If something happens, we may be liable.

This is a review of the basic terms, as I understand them:

- AtBats is responsible for all camp activities:
- Creating registration forms and marketing materials
- Handling all registrations and customer payments
- Camp staff, equipment and supplies
- All camp expenses
- Liability insurance
- Providing off-field facility for rainouts

The town markets the camps through it's summer rec camp program.

AtBats pays the town 12% of gross camps revenue after the camps season and is exempt from field usage fees.

I think we should have a contract written, that protects the town from potential liability? I wanted to make sure this was addressed prior to finalizing any additional agreements.

Any thoughts?

Matt



**Selina S. Shaw**

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**From:** holly.kouvo@gmail.com on behalf of Holly Kouvo [holly@fittingfitnessin.com]  
**Sent:** Wednesday, April 10, 2013 5:05 PM  
**To:** Selina S. Shaw  
**Cc:** matthew rosner; Kevin Lehner; Colleen Whitcomb; A Reip  
**Subject:** Re: Fitting Fitness In Field permit for Boot Camp

Selina,  
The Recreation Commission agreed to 12% of revenues for the camp. This is the same fee structure as the other companies or camps using the fields. Matt, can you send something from the Recreation Commission to document this?

Thanks,  
Holly

On Wed, Apr 10, 2013 at 3:31 PM, Selina S. Shaw <[selina.shaw@town.boxborough.ma.us](mailto:selina.shaw@town.boxborough.ma.us)> wrote:

Dear Holly,

I have not received any formal requests on this yet. If there has been any request to waive or modify fees that must be approved by the Board of Selectmen. The BoS is not meeting until **April 22** and already has a busy agenda. I am copying others who may be able to shed some light on where the paperwork is.

Regards,  
Selina

Selina S. Shaw

Town Administrator

29 Middle Road

Boxborough, MA 01719

978-263-1116, ext. 101

978-264-3127 (fax)

<http://www.town.boxborough.ma.us>





**Town of Boxborough**  
**29 Middle Road**  
**Boxborough, MA 01719**  
**978-263-1116**

**Schedule of Field Permit Fees**  
**Effective January 1, 2012**

Field Fee (per field)	Boxborough Resident [Exclusive-use for organized activity]		Non-Boxborough Resident	
	(up to 2 hours)	(2 + hours)	(up to 2 hours)	(2+ hours)
Per Field	\$60	\$120	\$120	\$240
Multiple Day Use (10 Consecutive Days)	\$200	\$400	\$250	\$500
Multiple Day Use (11-20 Days)	\$250	\$500	\$300	\$600
Multiple Week Use (10 consecutive weeks/same day, same time)	\$200	\$400	\$250	\$500
Camps/Clinics	\$240 per field/day		\$240 per field/day	

Fees may be waived for certain permitted uses as specified in the *Boxborough Field Use Permit Policy*.

## **Boxborough Field Use Permit Policy** **Effective January 1, 2012**

**All Boxborough residents, businesses and organizations may enjoy the non-exclusive use of the town's recreation fields free of charge, and without a permit, during posted hours unless a permit has been issued pursuant to the *Boxborough Field Use Permit Policy*.**

### **Scheduling of Fields**

Town-owned fields (Flerra, Liberty, Fifer's) will be scheduled with the following priority:

1. Town festivities, e.g. Fifers Day
2. Organized youth sports organizations affiliated with Boxborough, e.g. ABYS, ABYB, etc., at the bi-annual (January/June) Field Scheduling Meeting
3. Boxborough Residents/Organizations/Businesses seeking exclusive use of the fields
4. Other Acton-Boxborough Youth Sports Groups (not covered in 2. above)
5. Private Youth and Adult Sports Groups
6. Other

### **Application Process**

1. Regardless of the season, any organized group or individual requesting exclusive use of the fields must apply for a field permit in the Boxborough Town Hall.
2. Requester must provide a designated contact person for all communications.
3. Businesses and organizations must provide a copy of insurance, naming the town as an additional insured, which the town will maintain on file for each season.
4. The town will provide indemnification and hold harmless agreement forms to permit applicants. Groups and individuals shall be responsible for submitting completed forms for each of their participants to the town.
5. Each Acton-Boxborough Youth Sports Organization must submit a written copy of their field needs to Town Hall two weeks prior to the scheduled bi-annual seasonal meeting. Please inquire with the Town of Boxborough Recreation Commission for more details on date and time of the bi-annual meeting.
6. All permits must be approved by the Town Administrator or her designee, who will forward copies to the Recreation Commission and other departments as needed: DPW, police, fire, etc.
7. The Town will grant permits on a first come, first served basis, in accordance with the priorities established above. Once a permit has been granted, the field will not be re-assigned regardless of the priorities above, e.g., if a permit has been granted to an adult league, a Boxborough resident seeking exclusive use of the field will not bump the already permitted user.
8. Field permit shall not be in force until all information has been provided, fees paid (if applicable), the permit is signed, and the applicant has acknowledged receipt of the Boxborough Field Use Permit Policy by authorized signature below.

### **Waiver/Reduction of Fees**

Requests for waiver or reduction of fees shall be submitted in writing to the Town Administrator along with the Field Permit Application. Town Administrator will forward all fee wiver/reduction requests to the Board of Selectmen for action.

The Town may waive/reduce fees for the following permitted uses, including but not limited to:

1. Festivities organized or sponsored by the Town of Boxborough
2. Programs initiated and sponsored by the Boxborough Recreation Commission
3. Acton-Boxborough Youth Sports Groups' practices and games

Fees will be **NOT** be waived for clinics and camps conducted by any groups which charge an additional registration fee to its participants. These groups must request field space and pay the appropriate permit fee even within the allotted time of the town youth sports groups.

### **Subletting of fields**

Subletting is defined as:

1. Granting access to town fields by a permit holder under their permitted time to another individual or organization to conduct camps, clinics and tournaments with an outside agency. Permit holder shall refer outside agency to Town for issuance of a permit.
2. Granting access to town fields by a permit holder under their permitted time to any individual, sporting organization, camps and businesses, with or without compensation. Permit holder shall refer entity to Town for issuance of a permit.

Subletting of field permit is strictly prohibited. Use of fields is authorized only for the permit holder. Violators will be subject to permit revocation.

### **Cancellation Policy**

1. The Town of Boxborough reserves the right to cancel any permit, whenever in its discretion, such cancellation is advisable. If the permit is cancelled, the permit holder has the right to reschedule on a mutually agreed upon date or entitled to a full refund.
2. If the permit holder cancels a field reservation, the town will issue a 100% refund if a reservation is cancelled more than 60 days prior to the event; 50% if cancelled 30 or more days prior to the event; no refund will be issued with less than 30 days notice of the event.

### **Field Closure and Inclement Weather Field Use**

1. When a field has been ordered to be closed, for whatever reason, the field shall **NOT** be used under any circumstances until it has been determined by the DPW, if on weekdays, or by group users, in consultation with Recreation Commission designee on the weekend, that the field may re-open. Users shall make such determination responsibly and pursuant to paragraph 4 of this section.
2. On weekdays, the DPW or the Recreation Commission designee will communicate field closings to the permitted organizations. On weekends and after hours, the group users will make the determination and handle all communication. Communication may be made by phone but must be followed up by e-mail.

3. Each organization shall be responsible for communicating field closings to the referees, umpires, parents, participants and coaches in a timely fashion to avoid unnecessary inconvenience or improper use of closed fields.
4. Regardless of whether the field is officially closed or not, a practice or a game must not commence or continue on a field if:
  - a. The field has standing water on it (i.e. puddles).
  - b. Base paths on softball and baseball fields have any standing water.
  - c. The field is saturated with water. Saturation is when you step on the field and water seeps up into your footprint, like a sponge.
  - d. Lightning is present. There is no exception to this rule.
  - e. By playing on the field, the players would be damaging the field beyond normal wear and tear (e.g. tearing up the turf, creating muddy areas, etc.).
5. Once a game or practice begins, the referee, umpire or coach shall be responsible for a decision to suspend a game due to the above-mentioned or other conditions.
6. If the Town of Boxborough closes the field, the permit holder will be entitled to change field locations if an alternate field is available, reschedule the date or request a full refund for that day.

**Removal of Trash**

Carry in-carry out! It is the permit holder's responsibility to assure that fields are policed after use and no trash is left behind.

The permit is being issued for the exclusive use of the field only. Conditions of play such as lines and equipment are not part of the permitting process.

Failure to abide by the policy may result in suspension of the field permit or loss of field use privileges. By signing below, Organization Coordinator and his/her group agrees to abide by the *Boxborough Field Use Permit Policy*.

\_\_\_\_\_  
 Representative's Name and Organization

\_\_\_\_\_  
 Representative's Signature & Date



**TOWN OF BOXBOROUGH**

29 Middle Road, Boxborough, Massachusetts 01719  
Phone: (978) 263-1116 • Fax: (978) 264-3127  
www.town.boxborough.ma.us

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**Field Permit Application**

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**Effective Date: January 1, 2012**

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COMPLETE SECTIONS I AND II ONLY. File application at the Boxborough Town Hall at least two weeks prior to the date desired, earlier if possible. Adult and Youth Organizations must provide a current Certificate of Liability Insurance and sign the Boxborough Field Use Permit Policy (available online or at the Boxborough Town Hall) before a Permit will be granted. Incomplete applications will not be accepted. Please allow up to two weeks for your application to be processed. Upon approval of application, a permit will be issued.

\*\*\*\*\*

**SECTION I**

Application Date: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: Home ( ) \_\_\_\_\_

Address: \_\_\_\_\_ Work ( ) \_\_\_\_\_

Town/City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Organization: Resident Non-Resident Number of Participants: \_\_\_\_\_

Describe Activity: \_\_\_\_\_

\*\*\*\*\*

**SECTION II**

Facility/Field Requested: **Please be sure to check facility and circle preferred configuration for soccer**  
*Configuration of fields at each location to be determined by Town*

_____ Flerra Soccer	_____ Liberty Soccer	_____ Fifer's Soccer
11 v 11    6 v 6	11 v 11    6 v 6	11 v 11    6 v 6
8 v 8     4 v 4	8 v 8     4 v 4	8 v 8     4 v 4

_____ Flerra Baseball	_____ Liberty Baseball	_____ Other
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DATE(S) REQUESTED:

1<sup>st</sup> Choice \_\_\_\_\_ Time Requested: Start Time \_\_\_\_\_ End Time: \_\_\_\_\_

2<sup>nd</sup> Choice \_\_\_\_\_ Time Requested: Start Time \_\_\_\_\_ End Time: \_\_\_\_\_

Will Food/Beverages be Served? \_\_\_\_\_ If Yes, be specific: \_\_\_\_\_

Will Alcohol be Served?\* \_\_\_\_\_ Has a permit been obtained by the Board of Selectmen? \_\_\_\_\_

\* A separate application for the liquor license must be obtained through the Town Administrator's Office.

Fire – Permit required for all cook-outs, and must be obtained through the Fire Department.

Has a permit been obtained by the Fire Department? \_\_\_\_\_

Please notify the Boxborough Recreation contact for cancellations so that we may plan accordingly.

The lessee or user of the facility/field shall hold the Town of Boxborough and all its agents harmless from any and all actions resulting from the leasing or utilization of the premises. The Town of Boxborough reserves the right to cancel any permission, whenever, in its discretion, such cancellation seems advisable.

\_\_\_\_\_  
(Representative's Signature)

\_\_\_\_\_  
(Date)

\*\*\*\*\*

PERMIT FOR USE OF RECREATION FACILITIES

( ) THIS APPLICATION IS APPROVED FOR USE OF FACILITIES AS SCHEDULED

( ) THIS APPLICATION IS DENIED FOR THE FOLLOWING REASONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

Permit issue by \_\_\_\_\_ Date \_\_\_\_\_  
Town Administrator

Special Instructions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Copy to:

\_\_\_\_\_ Grounds (Tom Garmon)      \_\_\_\_\_ Police      \_\_\_\_\_ Fire  
\_\_\_\_\_ Town Administrator      \_\_\_\_\_ Authorized Rep.      \_\_\_\_\_ RecComm

\_\_\_\_\_  
\_\_\_\_\_

Office use only: Application received on: \_\_\_\_/\_\_\_\_/\_\_\_\_ BY: \_\_\_\_\_

Permit Fee: \$ \_\_\_\_\_ Check # \_\_\_\_\_

Application approved / denied on \_\_\_\_/\_\_\_\_/\_\_\_\_

Applicant contacted on \_\_\_\_/\_\_\_\_/\_\_\_\_ by: Phone Email Mail

Second contact on: \_\_\_\_/\_\_\_\_/\_\_\_\_ by: Phone Email Mail

Application Withdrawn \_\_\_\_/\_\_\_\_/\_\_\_\_



**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**April 1, 2013**

Approved: \_\_\_\_\_

**PRESENT:** Les Fox, Chair; Vincent Amoroso, Clerk; Member; Robert Stemple, Member; Frank Powers, Member; and Raid Suleiman, Member

**ALSO PRESENT:** Selina Shaw, Town Administrator and Cheryl Mahoney, Department Assistant

The documents discussed herein have been included with the file copy of the agenda packet for the above referenced date and are hereby incorporated by reference.

Chair Fox called the meeting to order at 7:32 P.M. in the Grange Meeting Room of Town Hall.

**ANNOUNCEMENTS**

- Chair Fox read the announcements.

**APPOINTMENTS**

- Citizens concerns – None

**MINUTES**

- Member Powers moved to accept the minutes for the regular sessions of March 18, 2013 & March 25, 2013, as revised: the executive sessions of March 18, 2013 & March 25, 2013; and [BoS Contract Negotiating Team re: Fire] of March 26, 2013, all as written. Seconded by Member Suleiman. **Approved: 4-0-1** (Member Amoroso abstained)

**SELECTMEN REPORTS**

- Member Amoroso reported that he received a response from his counterpart on the Stow Board of Selectmen on their proposal seeking access to the Boxborough Transfer Station for residents of Stow. Discussions are on-going.

He also noted that, though, there are updates on AB Regional Study Committee activities, but he will discuss them under #8a.

- Member Stemple reported that the Steele Farm Advisory Comm. has made revisions to their proposed ATM Article. They reviewed the current condition of the barn, what needs to be done to keep it safe and prevent deterioration. They are working on obtaining quotes. They are also discussing fund raising opportunities such as re-launching Christmas tree sales or an “adopt-a-tree” program.
- Chair Fox reported that MAGIC conducted a working group, here at Town Hall on March 26<sup>th</sup>, to address agricultural concerns. With the formation of this group MAPC is recognizing that agricultural interests are important to the region. He encourages anyone that is interested in participating contact himself or the Agricultural Comm.

He also reported that the working draft of the Stow Road Concept Development RFP has been sent to Town Counsel for review. The SRCDC also intends to have a booth at Fifer’s Day, again this year.

- Member Powers reported that discussions continue with the three unions. The negotiating team met with Fire last week and will be meeting again on Wednesday. They will be meeting with Police on Tuesday.

He reported that he met with Chief White to discuss the Command Vehicle Article; reviewing the input received from FinCom, the vehicle proposed by the Chief and Chief’s vehicle & equipment specifications.

Member Powers also reported that the Council on Aging has been in discussion with Minuteman Senior Services regarding their annual assessment to Boxborough. Minuteman has re-calculated and our assessment has been re-issued and reduced to \$700 far less than the \$1,200 that Minuteman had originally cited.

The Selectmen took Agenda Items # 8(a-c), out of order.

**NEW BUSINESS**

- The Selectmen opened discussion on a proposal to call a Special Town Meeting on June 3, 2013. Boxborough School Committee Chair and A-B Regional School Comm. member, Maria Neyland and Boxborough School Comm. member; A-B Regional School Comm. member; and Regional Study Committee member, Mary Brolin were present for this discussion. Neyland, Brolin and Member Amoroso updated the Selectmen on recent activities concerning the proposed expansion of the Acton-Boxborough Regional School District. Brolin outlined the revisions that were proposed by Boxborough representatives on the Study Comm. in order to achieve a consensus so this could move forward. The Study Comm. will be presenting this revised proposal to the A-B Regional School Comm. on April 10<sup>th</sup> and they anticipate ABRSC will vote it on May 2<sup>nd</sup>. The intention is to hold concurrent Special Town Meetings in Acton and Boxborough on Monday, June 3<sup>rd</sup>. The Acton Selectmen have voted to call this Special Town Meeting. It was noted that DESE will also have to approve the proposed revisions to the District Agreement. The timeline/benchmarks needed in order to be ready for the June 3<sup>rd</sup> STMs were discussed. There was discussion on the materials to be included in the proposed warrant and the grant funds that may be available to cover the necessary expenses. There was discussion on Town Counsel’s concerns regarding the disposition of the Blanchard School - conveying the Blanchard from the Town to the District. It was determined that the Boxborough stakeholders would consult with Town Counsel and then District and, possibly, Acton stakeholders and their attorneys could be invited in to conference on this issue at a later time if necessary. It was noted that if Section 5 e – [Enrollment] Rolling Average fails to gain the necessary approvals – local and state, then Boxborough loses a significant protection. There is concern that there would be little support for the revised agreement without “5e.” Member Powers moved to call a special town meeting to be held at 7PM on June 3, 2013, at the Blanchard Memorial School for the purpose of considering expansion of the regional school district with Acton to include grades pre-K – 12. Seconded by Member Stemple. **Approved 5-0.**
- Further to the request of Town Clerk, Elizabeth Markiewicz, Member Stemple moved to appoint Alan Rohwer, Kevin Mahoney and Norman Hanover as Temporary Election Workers and Temporary Constables for terms beginning effective immediately and ending on June 30, 2013. Seconded by Member Suleiman. **Approved 5-0.**
- Member Suleiman moved to notify the Town’s inhabitants who are qualified to vote, by the posting of the warrant no later than April 23, 2013, of the Special State Primaries for Senator in Congress, to be held at Ward 1, Precinct 1, the Boxborough Town Hall on Tuesday, April 30, 2013, from 7 AM to 8 PM. Seconded by Member Powers. **Approved 5-0.**

**OLD BUSINESS**

- The Selectmen re-opened discussion on Westford’s request to join the 495 Regional Technology Center Economic Target Area (ETA). There was a review of the discussions of March 18<sup>th</sup> when Westford Town Manager Jodi Ross and members of their Economic Development Committee presented this request. Since then the stakeholder have gotten together and developed a proposed Inter-municipal Memorandum of Understanding. This is a positive for all involved. There was discussion on the process needed to bring Westford in the ETA.
  - ◊ Member Stemple moved to approve the request of the Westford Board of Selectmen and the Westford Economic Committee to allow the town of Westford to join the 495 Regional Technology Center Economic Target Area, provided that there are no costs incurred by the town of Boxborough in the pursuit of the amended ETA. Seconded by Member Powers. **Approved 5-0.**
  - ◊ Member Stemple moved to execute Memorandum of Understanding with the Town of Westford in order to pursue regional economic development goals. Seconded by Member Powers. **Approved 5-0.**
- The Selectmen did a final review of the proposed FY 2014 Budget. There was a general discussion as to how the items, that the Selectmen may seek to amend at Town Meeting, would be referenced in the warrant. Chair Fox moved to approve the final FY 14 Budget, Rev. 3/29/13 for total expenses of \$19,598,284. Seconded by Member Powers. **Approved 4-0-1 on #210-Police (Member Suleiman abstained) and Approved 5-0 on all others.**
- The Selectmen took up the final review of the Annual/Special Town Meeting warrant articles; final vote on their recommendations and signing of the warrant.

**STM**

#	Nature of Article	Vote / Comment
1.	Fund Cost Items Of 1 <sup>st</sup> Year Of Collective Bargaining Agreement - Massachusetts Coalition Of Police, Local 200, Police	Chair Fox moved to approve Article #1 as well as the Board’s Recommendation. Seconded by Member Powers. <b>Approved 4-0-1 (Member Suleiman abstained)</b>
2.	Fund Cost Items Of 1 <sup>st</sup> Year Of Collective Bargaining Agreement - Boxborough Professional Firefighters Assoc., Local 4601	Chair Fox moved to approve Articles #2 and 3 as well as the Board’s Recommendation. Seconded by Member Powers. <b>Approved 5-0.</b>

#	Nature of Article	Vote / Comment
3.	Fund Cost Items Of 1 <sup>st</sup> Year Of Collective Bargaining Agreement - Massachusetts Coalition Of Police, Local 200A, Dispatch	
4.	Prior Year Bill – Dog Officer	Chair Fox moved to approve Article #4 as well as the Board's Recommendation. Seconded by Member Powers. <b>Approved 5-0.</b>
5.	Capital Improvements: Reconfigure Transfer Station -DPW	Chair Fox moved to approve Article #5 as well as the Board's Recommendation. Seconded by Member Powers. <b>Approved 5-0.</b>

**ATM**

#	Nature of Article	Vote / Comment
1.	Choose Town Officers	N/A
2.	Receive Reports	Chair Fox moved to approve Article #2 as well as the Board's Recommendation. Seconded by Member Suleiman. <b>Approved 5-0.</b>
3.	Set Salaries and Compensation of Officers	Chair Fox moved to approve Article #3 as well as the Board's Recommendation. Seconded by Member Suleiman. <b>Approved 5-0.</b>
4.	Petition Article - Freeze wages, hiring, promotions	N/A
5.	Personnel Administration Plan Changes	Chair Fox moved to approve Article #5 as well as the Board's Recommendation as revised. Seconded by Member Powers. <b>Approved 5-0.</b>
6.	Town Operating Budget	N/A
7.	Transfer to Stabilization Fund	Chair Fox moved to approve Article #7 as well as the Board's Recommendation. Seconded by Member Suleiman. <b>Approved 5-0.</b>
8.	Transfer to Other Post-Employment Benefits (OPEB) Trust Fund	Chair Fox moved to approve Article #8 as well as the Board's Recommendation. Seconded by Member Suleiman. <b>Approved 5-0.</b>
9.	Capital Improvements: Replacement Windows - Town Hall (Original Section)	Chair Fox moved to approve Article #9 as well as the Board's Recommendation as revised. Seconded by Member Powers. <b>Approved 5-0.</b>
10.	Capital Equipment Acquisition: Replacement Vehicle –Inspector Of Buildings - Town Hall	Chair Fox moved to approve Article #10 as well as the Board's Recommendation as revised. Seconded by Member Suleiman. <b>Approved 5-0.</b>
11.	Communications consultant and town share of radio grant - Fire Dept.	Chair Fox moved to approve Article #11 as well as the Board's Recommendation. Seconded by Member Powers. <b>Approved 5-0.</b>
12.	Capital Equipment Acquisition: Emergency Response Command Vehicle - Fire Dept.	Chair Fox moved to approve Article #12 as well as the Board's Recommendation. Seconded by Member Powers. <b>Approved 5-0.</b>
13.	Capital Equipment Acquisition: Replace Ambulance - Fire Dept.	Chair Fox moved to approve Article #12 as well as the Board's Recommendation. Seconded by Member Powers. <b>Approved 5-0.</b>
14.	Capital Equipment Acquisition: Replacement of Air-Paks - Fire Dept.	Chair Fox moved to approve Article #12 as well as the Board's Recommendation. Seconded by Member Powers. <b>Approved 5-0.</b>
15.	Capital Equipment Acquisition: Four Wheel Drive All Terrain Mower – DPW	Chair Fox moved to approve Article #15 as revised as well as the Board's Recommendation. Seconded by Member Stemple. <b>Approved 5-0.</b>
16.	Capital Equipment Acquisition: Replace 2 Dumpsters at the Transfer Station – DPW	Chair Fox moved to approve Article #16 as revised as well as the Board's Recommendation. Seconded by Member Stemple. <b>Approved 5-0.</b>
17.	Capital Improvements: Replace 2 HVAC systems – Police Dept.	Chair Fox moved to approve Article #17 as well as the Board's Recommendation. Seconded by Member Powers. <b>Approved 4-0-1</b> (Member Suleiman abstained)
18.	Capital Equipment Acquisition: Replace radios – Police Dept.	Chair Fox moved to approve Article #18 as well as the Board's Recommendation. Seconded by Member Powers. <b>Approved 4-0-1</b> (Member Suleiman abstained)
19.	Capital Equipment Acquisition: Electronic control devices ("tasers") – Police Dept.	Chair Fox moved to approve Article #19 as revised as well as the Board's Recommendation as revised. Seconded by Member Powers. <b>Approved 4-0-1</b> (Member Suleiman abstained)
20.	Capital Improvements: Replacement of Windows – Blanchard School	N/A
21.	Capital Improvements: Security upgrades – Blanchard School	N/A

#	Nature of Article	Vote / Comment
22.	Capital Improvements: Concrete sidewalk replacement (front entrance areas) – Blanchard School & Sargent Library	N/A
23.	Capital Improvements: Cell phone repeater - Blanchard School	Chair Fox moved to approve the Board's Recommendation on Article #23 as presented this evening. Seconded by Member Suleiman. <b>Approved 5-0.</b>
24.	Capital Improvements: Steele Farm barn	Chair Fox moved to approve Article #24 as well as the Board's Recommendation. Seconded by Member Stemple. <b>Approved 5-0.</b>
25.	Transfer to ToB Conservation Trust Fund	Chair Fox moved to approve Article #25 as well as the Board's Recommendation as revised. Seconded by Member Stemple. <b>Approved 5-0.</b>
26.	Amend Zoning Bylaw: Add Section 7900-Medical Marijuana Treatment Centers	N/A
27.	Amend Zoning Bylaw: – Amend Section 4003(1)-Residential Uses and Section 4300-Special Permits in Town Center District and Delete Section 5004	N/A
28.	Amend Zoning Bylaw: Amend Section 4107-Accessory Apartment	N/A
29.	Amend Finance Committee Bylaw	Minor wording change to article replace "...no less..." with "...no fewer..." No Recommendation required.
30.	Amend Dog Control Bylaw	Chair Fox moved to approve Articles #30 as revised as well as the Board's Recommendation. Seconded by Member Suleiman. <b>Approved 5-0.</b>
31.	Amend Dog Licensing Bylaw	Chair Fox moved to approve #31 as well as the Board's Recommendation. Seconded by Member Suleiman. <b>Approved 5-0.</b>
32.	Establish Veterans Tax Work Off Program	Chair Fox moved to approve Article #32 as well as the Board's Recommendation as revised. Seconded by Member Stemple. <b>Approved 5-0.</b>
33.	Personal real estate exemptions	Chair Fox moved to approve Article #33 as well as the Board's Recommendation. Seconded by Member Stemple. <b>Approved 5-0.</b>
34.	Chapter 90 Highway Reimbursement Program	Chair Fox moved to approve Article #34 as well as the Board's Recommendation. Seconded by Member Powers. <b>Approved 5-0.</b>
35.	Reauthorize Revolving Funds	Chair Fox moved to approve Article #35 as well as the Board's Recommendation. Seconded by Member Powers. <b>Approved 5-0.</b>

The Selectmen signed the warrant.

- The Selectmen reviewed of the Open Space Survey which is to be included in the back of the warrant.

#### CORRESPONDENCE

- There was discussion on the correspondence from the Norton Board of Selectmen concerning M.G.L. Ch. 40B. It was been forwarded to the Housing Board.
- There was discussion on the Shared Transportation Study Report Summary. Member Powers reported that Planner Hughes had attended a meeting earlier today on this, but he had not had an opportunity to speak to her.

#### EXECUTIVE SESSION

At 10:25 PM, Member Powers moved to adjourn to executive session to discuss strategy with respect to collective bargaining (Massachusetts Coalition of Police, Local 200A, Dispatch; Massachusetts Coalition of Police, Local 200, Police; Boxborough Professional Firefighters, Local 4601 and to adjourn immediately thereafter. Seconded by Member Stemple. To conduct such session in an open meeting may have a detrimental effect on the bargaining position of the Board. **Approved 5-0, by Roll Call Vote: Fox "aye," Powers "aye," Stemple "aye," Suleiman "aye," and Amoroso "aye."**

8a

Board of Selectmen Meeting Schedule  
June 3, 2013 - January 6, 2014

Date	Business
<b>June</b>	
3rd	Meeting (prior to STM)
10th	No meeting
17th, 7 PM	Meeting- Appoint-a-thon, part 1
24th, 7 PM (Morse-Hilberg)	Meeting- Appoint-a-thon, part 2
<b>July</b>	
1st	No meeting
8th	No meeting
15th	Meeting
22nd	No meeting
29th	Meeting
<b>August</b>	
5th	No meeting [TA away July 31 - August 17]
12th	Meeting [TA away July 31 - August 17]
19th	No meeting
26th	Meeting
<b>September</b>	
2nd	No meeting [Labor Day]
9th	Meeting
16th	No meeting
23rd	Meeting [TA - ICMA]
30th	No meeting
<b>October</b>	
7th	Meeting
14th	No meeting [Columbus Day]
21st	Meeting
28th	No meeting
<b>November</b>	
4th	Meeting
11th	No meeting [Veterans Day Holiday]
18th	Meeting - Public hearing - FY 14 Min Res Factor; Tax Rate Setting
25th	No meeting
<b>December</b>	
2nd	Meeting
9th	No meeting
16th	Meeting - Renewal of Licenses (alcohol, used car, common victuallers, etc.)
23rd	No meeting [TA out December 23 through January 1]
30th	No meeting
<b>January</b>	
6th	Meeting



8b



## ADMINISTRATION

# Memo

**To:** Board of Selectmen  
**From:** Selina Shaw, Town Administrator *MS*  
**Re:** Assessor Search Team  
**Date:** April 22, 2013

For your consideration on tonight's agenda is the formation of the screening/interview team for the Town Assessor. It is with regret that I inform you that Duane Adams, the Town Assessor, has tendered his resignation effective June 10. Duane's business has placed increasing demands on his time, and he will no longer be able to serve the town. I am exploring the possibility of his ability to assist the town a few hours per week, if necessary, until a replacement has been appointed. I will likewise contact former Assessor Will Naser regarding his ability to provide assistance if necessary. Will will be conducting cyclical inspections on behalf of the Assessor's office starting in another week or so.

I intend to advertise the position, starting tomorrow, on the websites of the MAAO (Massachusetts Association of Assessing Officers), MMA and the Town, with an application deadline of May 10. Additionally I will explore the feasibility of sharing an Assessor with another town. I expect that the work can continue to be accomplished on a part-time basis, not to exceed 24 hours per week.

I recommend that a screening/interview team be established to be minimally comprised of:

- Board of Selectmen member,
- Town Treasurer,
- Town Administrator,

with possible representation from the Finance Committee and the Personnel Board.

I respectfully request that the Selectmen vote to approve the composition of the team at this evening's meeting. Setting a fairly aggressive timetable, I would like to conduct interviews May 20-22, with a recommendation to be brought forward to the Board of Selectmen by June 3.

Thank you for your consideration of this matter.





**Internal Communications and Outgoing Communications**  
**April 22, 2013**

1. March 2013 Monthly Construction Activity Report from the Building Department, dated April 4, 2013.\*
2. Copy of letter from Minuteman Career & Technical High School's Supt./Dir. Dr. Ed Bouquillon, dated April 4, 2013, to Belmont Selectmen Chair, Mark Paolillo, regarding Mr. Paolillo's correspondence of September 17, 2103.\*
3. Copy of a Memorandum from Chief Warren B. Ryder, dated April 5, 2013, to Officer Robert DaCosta and Dispatcher Elaine DeLorme commending them for their prompt and professional response in rendering assistance to a disabled motorist.#
4. Letter from TA Shaw, dated April 12, 2013, to Philip Kicelemos regarding Town Meeting presentations – processes & procedures and advising him of the annual Pre-Town Meeting Forum to be held on April 23, 2013.
5. Copy of letter from Kelly Ross, Chairman, Town of Westford Board of Selectmen, dated April 9, 2013, to the Boxborough Board of Selectmen, thanking them for allowing Westford to join the 495 Regional Technology Center Economic Target Area (ETA).
6. Copy of letter from Kyle Fair, TEC Associates, dated April 1, 2013, to the Boxborough Conservation Commission, regarding the Massachusetts Bay Commuter Railroad 2013 Yearly Operational Plan. No herbicide application will take place until the Conservation Commission has approved the Railroad's Request for Determination. The 2013 Yearly Operational Plan and Notice thereof is available in the "For Review" slot.
7. Copy of letter from the Massachusetts Governor's Office, dated April 1, 2013, to BoS Chair Leslie Fox, regarding the state's authorization and funding of a transportation bond bill, The Way Forward. The bill's Fiscal Year 2014 provisional apportionment for Boxborough would be \$332,483.#
8. Copy of letter from Jonathan Ruda, Chairman of the Town of Dudley's Board of Selectmen, dated April 5, 2013, to the Boxborough BoS, regarding the state's Chapter 70 financial mandates. However, the letter's deadline for action was April 19, 2013.
9. Copy of letter from Ellen J. Frank, Executive Director of the Massachusetts Executive Office of Public Safety and Security, dated April 2, 2013, to the Boxborough BoS, announcing federal grants for various municipal safety and enforcement programs.
10. Copy of letter from Kenneth L. Kimmell, Massachusetts Department of Environmental Protection Commissioner, dated March 29, 2013, announcing the availability of various municipal grants under the state's 2013 Sustainable Materials Recovery Program (SMRP).

# Indicates that the item had been previously distributed.

\* Indicates that the item is included in the agenda packet as well as in the general notebook.

11. Copy of a Memorandum from the Boxborough Board of Health, dated March 28, 2013, to Jeff Scott, Finance Committee, regarding the amount approved by FinComm for Landfill Monitoring services in the FY2014 Board of Health budget.
12. Copy of letter from Patrick S. Tyler, Chair, Board of Directors, Metropolitan Boston Emergency Medical Services Council, Inc. (MBEMSC), dated March 18, 2013, to BoS Chair Leslie Fox, regarding nominations of candidate MBEMSC directors. However, Fire Chief White had no recommendations, and nominations closed on April 17, 2013.
13. Copy of a Memorandum from Timothy Deschamps, Executive Director, Central Mass. Mosquito Control Project, dated April 18, 2013, to Town Administrator Selina Shaw and the BoS, regarding the status of the Project's tire recycling program. A copy was to be forwarded to DPW Director Tom Garmon.



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**BOXBOROUGH BUILDING DEPARTMENT**  
29 Middle Road, Boxborough, Massachusetts 01719  
Phone: (978) 263-1116 • Fax: (978) 264-3127  
[www.town.boxborough.ma.us](http://www.town.boxborough.ma.us)

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To: Board of Selectmen ✓  
Town Planner  
Town Assessor  
Finance Committee  
School Committee

From: Building Department

Date: April 4, 2013

RE: Building Department Monthly Construction Activity Report

The Building Department has released the March 2013 Construction Activity Report. A copy is attached.

ma



# Building Department Monthly Construction Activity CY 2013

	January	February	March	April	May	June	July	August	Sept.	October	November	December	Y-T-D Total
<b>Residential:</b>													
Single Family - new													0
Additions/Alterations	6	2	2										10
Repair		1											1
Foundation Only													0
Pools/Spa			2										2
Windows		1											1
Roof													0
Deck	1	1											2
Void													0
Accessory Apartment													0
<b>Business:</b>													0
New													0
Additions/Alterations			1										1
<b>Other:</b>													0
Construct. trailers													0
Tents													0
Cell Tower Antenna													0
Demolition													0
Woodstove	4												4
Signs													0
Shed/Barn													0
Mechanical													0
Change of Use													0
<b>Totals:</b>													0
Number of Permits	11	5	5										21
Construction Cost	228,200	31,150	366,791										616,141
Total Fees	1,437	219	3,980										5,636



# Permit Listing Report

by District

Printed On: Mon Apr 01, 2013

Date Range: Issued between 03/01/2013 And 03/31/2013  
 SQL Statement: (Type of Permit)="Building"

Permit Type	District	Address (Work Location)	Online Permit No	District	Zoning Owner	Permit Status	Date Issued	Contractor (Phone #)	Work Category	Work Description	Est. Cost	Proposed Use And Detail	Fees Paid	Check #	
		90 CENTRAL ST			Qualcomm				COMMERCIAL - ALTERATION OR FIT-UP		\$128,841.00				
Building		BP-2013-0094			Mar-04-2013	OPEN	Turner Construction Company			Interior Fit-up pf Existing Tenant Space	\$1,700.00		\$1,700.00	97460	
		370 BURROUGHS RD			A/R O'BRIEN, JOHN				ADDITION/ALTERATION		\$40,000.00				
Building		BP-2013-0095			Mar-18-2013	OPEN	O'BRIEN, JOHN			Remodel Kitchen renovation of kitchen and upstairs master bedroom	\$400.00		\$400.00	1432	
		201 PICNIC ST			NEYLAND, JOHN B & NEYLAND, MARIA E				POOL		\$50,000.00				
Building		BP-2013-0096			Mar-20-2013	OPEN	Environmental Pools			Inground Swimming Pool	\$500.00		\$500.00	13578	
		179 SUMMER RD			ROY, ROBERT & LINDA				POOL		\$68,950.00				
Building		BP-2013-0097			Mar-20-2013	OPEN	Environmental Pools			Inground Pool	\$690.00		\$690.00	13579	
		231 BURROUGHS RD			KOSLOW, DOUGLAS J				Finish Basement		\$69,000.00				
Building		BP-2013-0098			Mar-25-2013	OPEN	Jerry Mazzola LLC (978) 549-2504			Basement Remodel	\$690.00		\$690.00	367	
District ( ) TOTALS:												ESTIMATED COST:	\$356,791.00	NUMBER OF PERMITS:	5
												FEEES INVOICED:	\$3,980.00	FEEES PAID:	\$3,980.00
												BALANCE:	\$0.00		









**MINUTEMAN**  
A REVOLUTION IN LEARNING

2

BOS\*

April 4, 2013

Mark A. Paolillo, Chair of Belmont Board of Selectmen  
Office of the Board of Selectmen  
Town of Belmont Massachusetts  
455 Concord Avenue  
Belmont, MA 02478

received  
U-B-13

Re: Correspondence of September 17, 2012

Dear Mr. Paolillo:

Given the ongoing conversation between the Town of Belmont and the Minuteman Regional School District and the recent escalation of threats of litigation by representatives of the town, I believe this communication will be constructive in providing clarity regarding our mutual concerns. This letter is in response to your correspondence of September 17, 2012 and also to provide the Town of Belmont, and other Member Towns of the Minuteman Regional School District (the "District"), with a summary of the District's recent efforts in connection with the Feasibility Study Agreement ("FSA") which has been approved by the Massachusetts School Building Authority ("MSBA").

I am hopeful that this correspondence will address any concerns which may remain from your earlier communication and allow for the Town of Belmont and the District to continue to work cooperatively for the benefit of all members of the Minuteman community.

Your September 17, 2012 correspondence outlined three requirements for the completion of the design phase of the District's ongoing feasibility study (the "Belmont Proposal"). These conditions were offered in exchange for the withdrawal of Belmont's earlier-stated objections to the FSA, including a threat of litigation, in correspondence dated June 05, 2012. The Belmont conditions included the modification of standard MSBA contract documents with the Project Manager and Designer to provide for a right of termination prior to the completion of the design phase; a delegation of the District's authority to review alternative designs to each Member Town; and the requirement of unanimous approval of each Member Town to a preferred enrollment alternative design, or, alternatively, the termination of the FSA. With regard to these conditions, you requested a binding commitment from the District Committee to adhere to the conditions and an opinion from the District's legal counsel that any such commitment is legally binding and enforceable against the District by Member Towns.

In response to your September 17 correspondence, the District Committee devoted a substantial amount of time at a public meeting on November 13, 2012 to review and discuss the Belmont Proposal. This meeting included the active participation of two Belmont representatives, Mr. Robert McLaughlin, and District School Committee member, Mr. Jack Weiss. Each member of the School Committee was provided an opportunity to discuss the "Belmont Proposal" from the

perspective of his/her Member Town. Legal counsel for the District was also involved in the discussion. At the conclusion of this discussion, and consistent with the advice of legal counsel for the District, the District Committee was obligated to decline to accept those conditions set forth by your September 17 correspondence.

Essentially, the District Committee concluded that it would not be appropriate and/or lawful for the District Committee to vote to be bound by conditions imposed by the "Belmont Proposal". Furthermore, District legal counsel would not specify that a vote in favor of the "Belmont Proposal" would be legally enforceable against the District by its own Member Towns.

The decision to decline to adopt the "Belmont Proposal" relied primarily upon an analysis of several legal issues which are implicated by the demands included in the proposal. These issues include but are not limited to concerns that the District could not commit to making unilateral and substantial modification to standard MSBA contract documents which the District is specifically obligated to utilize and execute as part of the FSA process. These standard terms do not include any allowance for the District to unilaterally condition the completion of the design phase and/or to unilaterally terminate the design study upon a yet-undefined process of review and approval of alternative designs by Member Towns.

Moreover, the conditions requested in the "Belmont Proposal" to limit and restrict the completion of the design phase of the FSA is inconsistent with the District's prior commitment to the MSBA and all Member Towns to take all necessary action to complete all, not some part of, the design portion of the project. To this point, the District's agreement with the MSBA states: "Notwithstanding any right of approval or review held or exercisable by the Authority in connection with this Agreement or the Feasibility Study, the District shall be responsible for the successful performance and completion of the Feasibility Study in accordance with this Agreement, the Design Contract, design documents and project permits, if any, and for the economical and efficient operation and administration of the Feasibility Study." No reference is made in the Feasibility Study Agreement to the District's right to terminate the Feasibility Study based upon some future action of an individual Member Town. As you might agree, it is in the best interests of all Member Towns that the District avoid any action which may arguably constitute a breach of the District's agreement with the MSBA.

Further, it is clear that the "Belmont Proposal" for design review and approval by Member Towns conflicts with those legal authorities assigned specifically by statute and by the District's Regional Agreement to the District Committee. These legal authorities place general control over District buildings and District funds in the District Committee. The "Belmont Proposal" would constitute an impermissible delegation of the District Committee's authorities relative to the oversight of this project and the expenditure of District funds. Also, the District's Regional Agreement provides that most decisions relating to the District are to be determined by a majority vote of the Member Towns as reflected and exercised through the votes of representatives appointed by the Member Towns to serve on the District School Committee. Only a very limited number of matters are subject to veto by a single Member Town and those require a vote of town meeting to exercise that veto power. The conditions you seek to impose upon the District would essentially create a veto

power over matters which, by statute and/or by the Regional Agreement, are not subject to such a veto power, but are reserved to a majority vote of the District Committee.

Finally, and without limitation, the District could not agree to the imposition of conditions upon the advancement and completion of the feasibility study which were not contemplated or imposed when the FSA was originally approved by the District Committee and submitted to Member Towns for review. The measures proposed by Belmont, if permissible, would serve to effectively defeat the original actions of the District Committee.

Notwithstanding the District Committee's position relative to the "Belmont Proposal", the District Committee expressed its commitment toward conducting additional discussions with the Town of Belmont to ensure that the FSA process reflects the best interests of all Member Towns. Accordingly, as you know, the Minuteman Regional Vocational Technical School District has been working over the past few months to address your Town's concerns. Specifically, we have tried to facilitate open communication between the District and its Member Towns, including the Town of Belmont. With regard to issues posed by the Town of Belmont, the Chair of the District School Committee, Alice DeLuca, has met with Town officials on a number of occasions. Robert McLaughlin has been named to serve on the Regional Agreement Amendment Subcommittee formed by the District as required to conduct the DESE funded District Sustainability Study. This study is ongoing and will recommend a revised District Agreement that will address concerns expressed by Belmont and other member communities. Legislation has been introduced to the Massachusetts Senate regarding a proposed increase in state reimbursement rates for regional school districts participating in MSBA capital programs. These efforts will continue.

While the District cannot implement the specific conditions that you set forth in your September 17 letter, it is important to emphasize that the MSBA process has similar safeguards and approval requirements built into the various stages of the MSBA's project scheduling. As such, although we understand your apparent concern about the possibility that spending in the proposed building improvement project at Minuteman could continue unabated even in the event that there is no ultimate agreement among the Member Towns as to the size and nature of the proposed project, we believe that concern is already addressed by MSBA procedures. In fact, there are existing limitations imposed by statute, by the Regional Agreement and by the requirements of the MSBA which provide great protection to all Member Towns against the unnecessary expenditure of public funds. The result of those statutory impositions is that the Member Towns will have an opportunity to directly participate in determinations as to the size and scope of a proposed project

The protections afforded by the MSBA, the Regional Agreement and statute are best understood through a review of the MSBA process and the schedule for this project. The required MSBA schedule for this project dictates that the selected designer will develop a number of alternatives for review by the District during "Module 3". The MSBA clearly expects and requires the designer to prepare separate options which would accommodate two different enrollment figures. The MSBA agreement outlines a Design Enrollment of 435 to accommodate their projected enrollment from the 16 Member Towns and an enrollment of up to 800 to accommodate the historical enrollment of non-member and member students. The MSBA expects the OPM and the Designer to

consider options for each of these enrollments, including a renovation of the existing facility, an option for constructing a new facility, and/or the preparation of hybrid options which may include some renovation and some new construction. These alternatives will consist of cost effective models based on a projected school enrollment of 435 and up to 800 students. These alternatives will allow for the preparation of an estimate of the relative costs of each option.

The MSBA strives to work with local communities to create affordable, sustainable and energy efficient schools. During the Feasibility Study, the District and its team collaborate with the MSBA to generate an initial space summary, document existing conditions, establish design parameters, develop and evaluate alternatives and recommend the most cost effective and educationally appropriate solution to the MSBA Board of Directors.

It is impossible to know whether the optimal design will accommodate 435 students, or 800 students, or a number of students that falls between those limits. Once those various options have been produced by the designer, the School Building Committee will receive the Designer's Preliminary Design Report (PDR) and is required to hold a public meetings to consider the various options. Each Member Town will have the opportunity to participate in public meetings to be held around the District. Each Member Town, acting by and through its representative on the School Committee, will fully participate in the determination of an enrollment option and educational program that serves the Minuteman community. The Owner's Project Manager with the District's approval submits on behalf of the District and its Designer the Preliminary Design Program to the MSBA per the Feasibility Study Agreement for MSBA Board of Directors approval for the project to advance to the next step. The District cannot proceed without having addressed the concerns of the membership.

3/20/2023  
March 2023  
presents /  
votes in  
coordination  
of town m's  
with MSBA

The second phase of Module 3 requires another submission known as a Preferred Schematic Design Report. Each Member Town will have the opportunity to participate in providing feedback to the School Building Committee through surveys and public meetings. Again, each Member Town, acting by and through its representative on the School Committee, will fully participate in the determination of the single enrollment option that provides the desired educational program to the Minuteman community. The Preferred Schematic Design Report is submitted to the MSBA and requires Board of Directors approval for the design to advance to the next step. The MSBA Board of Directors must approve the preferred solution for a project before the preferred solution may advance into schematic design.

Given the undisputed need and common interest for this building project to proceed, I continue to firmly believe that this process will result in a new or renovated building which reflects the full support of all Member Towns. However, this process will rely upon the approval of a majority of the Member Towns acting through their representatives on the School Committee. If the School Committee does not approve any option, the project will likely terminate. If the School Committee does approve a particular option, that preferred option will be submitted to the MSBA for its approval. This project will only advance to Module 4 (preparation of a final design and schematics), after a full and complete review of the District's proposed enrollment option by the MSBA. As noted above, and repeated here, the District will not submit its enrollment option to the MSBA

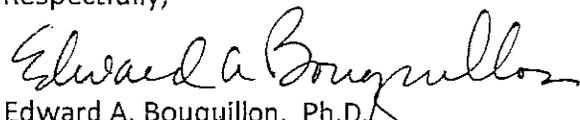
until all Member Towns have had an opportunity to review the recommendation and make comments. Ultimately, any final project will be subject to review and unanimous approval by all of the Member Towns as borrowing will be required in order to proceed to renovation or construction. As required by statute, each Member Town will have the ability to veto that borrowing by vote at Town Meeting.

Finally, we must also point out our concern regarding the potential for increased costs if the Town of Belmont pursues the course of action threatened by its representatives, including but not limited to, interference with the District's bonding process. Clearly any potential litigation against the District would be disclosed by the District prior to soliciting bonds. That disclosure would most likely result in the inability of the District to borrow its share of the feasibility funds. The litigation would have to be a matter of disclosure to potential bidders and given that the ultimate risk would be the inability of the District to repay the debt if the litigation were to be settled in favor of Belmont, there would likely be no interest from bidders to take on that risk. If the District cannot pay for its share of the feasibility study then it would be unable to submit information to MSBA to proceed with the project and so the project would most likely cease. The MSBA would, in all probability, withdraw its commitment and any repair or renovation work would have to be done without their participation and be a more expensive proposition for the Member Towns.

These actions and any resulting delays endanger the MSBA funding for this project, resulting in increased costs to the Member Towns of the District. Other costs, including attorneys' fees and related expenses, would be borne by the District as well. These costs are clearly disproportionate to the relatively small projected savings which any Member Town might realize by halting the project in the middle of the Feasibility Study phase.

On the basis of the foregoing, we believe that any building decision will reflect each Member Town's equal voice in determining the outcome of this important process. This process will honor the system of decision-making unanimously established by the Member Towns in the Regional Agreement and the responsibilities and powers conferred on regional school committees by statute. At all times, the process will provide those safeguards and protections necessary for our students, our school and the communities who are Member Towns in our District. We hope that, after a review of the actual process imposed by the MSBA for this project, the Town of Belmont agrees that its interests and rights are fully protected and we respectfully request that Belmont withdraw any objections to the continuation of the feasibility study.

Respectfully,

  
Edward A. Bouquillon, Ph.D.  
Superintendent/Director

CC: District Selectman, Town Managers, School Committee Members



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**Minutes, Notices and Updates  
April 22, 2013**

**Minutes**

1. Minutes of the Conservation Commission meeting held March 6, 2013.
2. Minutes of the Finance Committee meetings held March 25, 2013 and April 1, 2013.

**Notices**

1. Notice of a Public Celebrations Committee meeting held April 3, 2013.
2. Notice of an Energy Committee meeting held April 3, 2013.
3. Notice of Finance Committee meetings:
  - a. Held April 8, 2013
  - b. Held April 16, 2013
4. Notice of an Acton-Boxborough Cultural Council meeting held April 8, 2013.
5. Notice of an Emergency Reserve Corps (BERC) meeting held April 9, 2013.
6. Notice of a Joint Boxborough Well-being Committee & Acton Safety Net Committee held April 11, 2013.
7. Notice of a Council on Aging meeting held April 11, 2013.
8. Notice of a Steele Farm Advisory Committee meeting held April 11, 2013.
9. Notice of a Board of Health meeting held April 17, 2013.
10. Notices of Board of Selectmen meetings:
  - a. Contract Negotiating Team [Executive Session]
    - i. Held April 19, 2013 [Dispatch]
    - ii. To be held April 23, 2013 [Fire]
11. Notice of an Agricultural Commission meeting held April 17, 2013.
12. Notice of a Library Board of Trustees meeting to be held May 7, 2013.

13. Legal Notice – Request for Qualifications: Designer Service (development of preliminary definitive design concepts for affordable housing on town-owned land located at 72 Stow Road, Boxborough).
14. Notice/Agenda Packet of a MBTA Advisory Board meeting held April 3, 2013.



General Correspondence  
April 22, 2013

1. Copy of the Spring 2013 issue of the Freedom's Way Heritage Association's newsletter.

